



Certified: --

B-7-24

FILED WITH THE NASSAU COUNTY CLERK OF THE
LEGISLATURE APRIL 1, 2024 10:55AM

NIFS ID: CLPW24000004

Capital: X

Contract ID #: CHPW20000008

NIFS Entry Date: 03/01/2024

Department: Public Works

Service: 2020 Resurfacing Req H61587-03Q_B07-24 -
Amendment No. 2

Term: Amendment #2 adds one year to the term of the contract

Contract Delayed:

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

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

Vendor/Municipality Info:	
Name: Pratt Brothers	ID#:161620294
Main Address: 333 Marcus Blvd Hauppauge, NY 11788	
Main Contact: Joseph Williams	
Main Phone: (631) 667-6800	

Department:
Contact Name: Gijo Varghese
Address: Department of Public Works 1194 Prospect Avenue Westbury, NY 11590
Phone: (516) 571-6926
Email: cbourie@nassaucountyny.gov,GVarghese@nassaucountyny.gov,ldionisio@nassaucountyny.gov,mlisa@nassaucountyny.gov,Ekobel@nassaucountyny.gov,BBarclay@nassaucountyny.gov,CPetrucci@nassaucountyny.gov

Contract Summary

Purpose: This is an amendment to an agreement with Pratt Brothers to extend the term of the contract and to provide additional funds for emergency work or resurfacing of pavement in poor condition.

Procurement History: The bid was advertised in Newsday (09/04/2019), eProcure (09/04/2019 - 10/08/2019) and NYSCR (09/04/2019 - 10/08/2019). Pratt Brothers was awarded the contract as the lowest responsible bidder.

Description of General Provisions: This is a resurfacing requirements contract for the resurfacing of asphalt and concrete roadway surfaces and other related work at various locations throughout the County. Services include the furnishing of labor, materials,

tools, equipment and incidentals as specified for the resurfacing of asphalt and concrete surfaces and other related work at various locations to be selected in Nassau County.

This is a unit price contract.

Impact on Funding / Price Analysis: Amendment No. 2 will increase the maximum amount by \$4,000,000.00. This additional funding is to be available for Services commencing on April 22, 2024, and for the balance of the Agreement Term. The term will be extended one (1) year to April 21, 2025. The new maximum amount is \$24,000,000.00 during the five (5) years for Services under the Amended Agreement.

Funding (\$4,000,000.00) being encumbered as part of Amendment No. 2 will come from approved funds from Capital Project Number 61587.

Change in Contract from Prior Procurement: The term of the Original Agreement was for three (3) years with the Department's option to extend the term of the contract for an additional one (1) year period for a total contract term of four (4) years. The Department exercised this option thereby extending the contract to April 21, 2024. The term shall be extended in Amendment No. 2 so that the Amended Term of the Agreement shall expire on April 21, 2025.

The maximum amount in the Original Agreement is \$16,000,000.00. Amendment No. 1 increased the maximum amount by \$4,000,000.00 for a total maximum amount of \$20,000,000.00.

The maximum amount of the Amended Agreement shall be increased by \$4,000,000.00 in Amendment No. 2. Under the Amended Agreement, the total maximum amount the County shall pay the Contractor shall not exceed \$24,000,000.00 for the Amended Term of the contract.

Method of Source Selection:

☒ Contract amendment, extension, or renewal

Contract originally executed on: 04/22/2020

Original procurement method: Formal Sealed Bid

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 REQ005	01	\$4,000,000.00
Project Number		61587						
Project Detail		REQ005						
TOTAL							\$4,000,000.00	

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction	107	County	\$0.00
		Federal	\$0.00
Renewal		State	\$0.00
% Increase		Capital	\$4,000,000.00
% Decrease		Other	\$0.00
		Total	\$4,000,000.00

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	03/04/2024 11:33AM	Approved
NIFS Final Approval	Roseann D'Alleva	03/04/2024 12:20PM	Approved
Final Approval	Elizabeth Kobel	03/05/2024 08:59AM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	03/05/2024 11:44AM	Approved
Final Approval	Roseann D'Alleva	03/05/2024 11:44AM	Approved
County Attorney			
RE & Insurance Verification	Andrew Amato	03/05/2024 11:45AM	Approved
Approval as to Form	Salvatore Spezio	03/05/2024 01:22PM	Approved
NIFS Approval	Mary Nori	03/11/2024 02:53PM	Approved
Final Approval	Mary Nori	03/11/2024 02:53PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	03/05/2024 02:20PM	Approved
NIFA Approval	Christopher Nolan	03/06/2024 06:29PM	Approved
Final Approval	Christopher Nolan	03/06/2024 06:29PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	03/12/2024 11:40AM	Approved
DCE Compliance Approval	Robert Cleary	03/21/2024 03:38PM	Approved
Vertical DCE Approval	Arthur Walsh	03/28/2024 12:11PM	Approved
Final Approval	Arthur Walsh	03/28/2024 12:11PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	03/29/2024 01:42PM	Approved

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

RULES RESOLUTION NO

-2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT AMENDMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND PRATT BROTHERS, INC.

WHEREAS, pursuant to County contract number H61587-03Q, for 2020 NASSAU COUNTY RESURFACING REQUIREMENTS CONTRACT IN THE TOWNS OF HEMPSTEAD, N. HEMPSTEAD, & OYSTER BAY AND THE CITIES OF GLEN COVE & LONG BEACH, NEW YORK (“Contract”) between the County and PRATT BROTHERS, INC., (“Contractor”), the Contractor performed services as more particularly described in the contract documents a copy of which is on file with the Clerk of the Legislature; and

WHEREAS, the County and the Contractor desire to increase the maximum amount of the Original Contract by \$ 4,000,000.00 dollars, such that the total Maximum Amount the County shall pay the Contractor shall not exceed \$ 24,000,000.00, and

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

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

AMENDMENT NUMBER TWO

This AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment"), dated as of the date this amendment is executed by Nassau County (the "Effective Date") between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Pratt Brothers, Inc., 333 Marcus Boulevard, Hauppauge, New York 11788 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County Contract Number H61587-03Q between the County and the Firm, executed on behalf of the County on April 22, 2020 (the "Original Agreement"), the Firm performed "on-call" construction services consisting of the furnishing of labor, materials, tools, equipment and incidentals as specified for the resurfacing of asphalt and concrete surfaces and other related work at various locations to be selected in Nassau County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was for three (3) years, with the Department's option to extend the term of the Contract for an additional one (1) year period for a total Contract term of four (4) years. The Department exercised this option thereby extending the contract to April 21, 2024. (the "Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, including during the period of any extension options that may be exercised by the Commissioner of the Department, as full compensation for the Services, was sixteen million dollars (\$16,000,000) (the "Maximum Amount"), at four million dollars (\$4,000,000) per year;

WHEREAS, the County modified the Maximum Amount of the Agreement, commencing July 1, 2021, by increasing the amount of funds available to compensate the Contractor for providing Services by an additional four million (\$4,000,000.00) for a Maximum Amount not to exceed twenty million dollars (\$20,000,000) during the Contract term of four (4) years ("Amendment Number One"); and

WHEREAS, the Contractor has provided Services in a professional and responsible manner;

WHEREAS, the replacement Contract was delayed in the award process, and there may be no available funding for emergency work or resurfacing of pavement in poor condition; and

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

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

1. Term Extension. The Term shall be extended so that the Amended Term of the Agreement shall expire on April 21, 2025 ("Amended Term").

2. Maximum Amount. The Maximum Amount shall be increased by four million dollars (\$4,000,000). This additional funding to be available for Services commencing on April 22, 2024 and for the balance of the Agreement Term. Accordingly, the total Maximum Amount the County shall pay the Contractor shall not exceed twenty-four million dollars (\$24,000,000), during the five (5) years (the "Amended Maximum Amount") for Services under the Amended Agreement.

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

4. Compliance with Law.

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

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

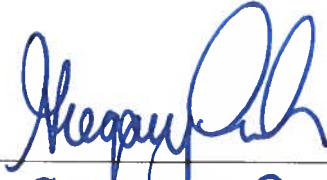
(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

By:  Pratt Brothers, Inc.
Name: Gregory Couch
Title: Project Manager
Date: 1/19/24

County of Nassau

By: _____
Name: _____
Title: Deputy County Executive _____
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 19th day of January in the year 2018²⁴ before me personally came Greg Cohen to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the Project Mgr. of Pratt Brothers Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Carol A. Miller
CAROL A. MILLER
Notary Public, State of New York
No. 5062326
Qualified in Suffolk County
Commission Expires Oct 29, 2026

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2018 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2018 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



Nassau County Interim Finance Authority

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

1. Vendor: Pratt Brothers

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

Amount to be encumbered: \$4,000,000.00

Slip Type: Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: to Amendment #2 adds one year to the term of the contract

Has work or services on this contract commenced? Yes

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

4. Funding Source:

General Fund (GEN)		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 an amendment to an agreement with Pratt Brothers to extend the term of the contract and to provide additional funds for emergency work or resurfacing of pavement in poor condition.

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
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AUTHORIZATION

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

CNOLAN

03/06/2024

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: February 9, 2024

SUBJECT: Contract No: H61587-03Q – Amendment #2
Resurfacing Requirements Contract
Pratt Brothers Inc.
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.

NYS Standard for State and Municipal Contract Approval

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 equivalent to the standard 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 employs 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. Vendor possesses requisite licenses.

3. Integrity

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



September 19, 2023

SUBJECT: Contract No: H61587-03Q – Amendment #2
Resurfacing Requirements Contract
Pratt Brothers Inc.
Responsibility Determination 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

September 19, 2023

SUBJECT: Contract No: H61587-03Q – Amendment #2
Resurfacing Requirements Contract
Pratt Brothers Inc.
Responsibility Determination Memorandum

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's affiliated company, Scatt Materials Inc, will be performing contract work. Scatt Materials was issued two (2) serious OSHA violation notices stemming from a July 2021 incident. 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). As noted in this memorandum, the County's Procurement Policy recognizes that taking a corrective action such as employee training to prevent the reoccurrence of a similar violation when performing County contract work is a mitigating factor when considering the materiality of adverse information.

Pratt itself has been performing County contract work for decades without incident, and there is no record of any violations or investigations of Pratt in its performance of contract work for other entities. Accordingly, based on an application of the law and the policy, the OSHA violation of a performing Pratt affiliate does not warrant a determination that the vendor is a nonresponsible vendor. The Department has concluded that the vendor is a responsible vendor for the performance of the scope of work in Contract H61587-03Q .

Jane Houdek
Attorney for DPW

JH:pl

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, Joseph M Williams, Jr., P.E. 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: Pratt Brothers Inc.

Vendor's Address: 333 Marcus Blvd. Hauppauge NY US 11788

Vendor's EIN or TIN: XXXXXXXXXX

Forms Submitted: _____

Political Campaign Contribution Disclosure Form: 10/18/2023 03:48:47 pm

Lobbyist Registration and Disclosure Form: 10/18/2023 03:34:21 pm

Business History Form certified: 02/20/2024 05:39:56 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 10/18/2023 05:06:29 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	James J. Pratt, III [JPRATT@PRATTBROTHERS.COM]
Date Certified	10/18/2023 04:01:42 pm

Principal Name	Edward McCoy Jr [EMCCOY@PRATTBROTHERS.COM]
Date Certified	10/18/2023 04:55:48 pm

Principal Name	Joseph M. Williams, Jr., P.E. [JWILLIAMS@PRATTBROTHERS.COM]
Date Certified	10/18/2023 03:36:42 pm

Principal Name	Thomas Pratt [TPRATT@PRATTBROTHERS.COM]
Date Certified	10/18/2023 04:14:46 pm

I, Joseph M Williams, Jr., P.E. 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.”

Joseph M. Williams, Jr., P.E. JWILLIAMS@PRATTBROTHERS.COM
<i>Name</i>

Sr. Vice President
<i>Title</i>

Pratt Brothers, Inc.
<i>Name of Submitting Entity</i>



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☒ NO ☐ If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Joseph M. Williams, Jr., P.E. [JWILLIAMS@PRATTBROTHERS.COM]

Dated: 10/18/2023 03:48:47 pm

Vendor: Pratt Brothers, Inc.

Title: Sr. Vice President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Edward P McCoy Jr
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
Business Address: 333 Marcus Blvd.
City: Huappauge State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Telephone: 631-667-6800
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	_____
Vice President	<u>01/01/2011</u>		
(Other)			

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

YES [] NO [X] If Yes, provide details.

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

YES [] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

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

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Edward McCoy Jr , 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, Edward McCoy Jr , 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.

Pratt Brothers, Inc.

Name of submitting business

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

Edward McCoy Jr EMCCOY@PRATTBROTHERS.COM

Vice President

Title

10/18/2023 04:55:48 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: James J Pratt, III
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
Business Address: Pratt Brothers Inc.
City: 333 Marcus Blvd. State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Telephone: 631-667-6800
Other present address(es):
City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Telephone: 6316676800

List of other addresses and telephone numbers attached

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

President	<u>07/18/2002</u>	Treasurer	<u>07/18/2002</u>
Chairman of Board	<u></u>	Shareholder	<u>07/18/2002</u>
Chief Exec. Officer	<u></u>	Secretary	<u></u>
Chief Financial Officer	<u></u>	Partner	<u></u>
Vice President	<u></u>		
(Other)	<u></u>		

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.
As required by bank and bonding company

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

Scatt Materials Corp.

Z&P Realty of LI, S&P Realty & 608 Union Ave, LLC., PBI-WHQ LLC (Real estate property corps that are not involved in construction activities)

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

Asphalt pickup contracts - Scatt Materials Corp.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, James J. Pratt, 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 J. Pratt, 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.

Pratt Brothers, Inc.

Name of submitting business

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

James J. Pratt, III JPRATT@PRATTBROTHERS.COM

President

Title

10/18/2023 04:01:42 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph M. Williams, Jr., P.E.
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
Business Address: 333 Marcus Blvd
City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Telephone: (631) 667-6800
Other present address(es):
City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Telephone: 6316676800

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>07/18/2002</u>		
(Other)			

Type Other
Description Sr. Vice President
Start Date 01/01/2011

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

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

--

I, Joseph M. Williams, Jr., P.E. , 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, Joseph M. Williams, Jr., P.E. , 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.

Pratt Brothers, Inc.

Name of submitting business

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

Joseph M. Williams, Jr., P.E. JWILLIAMS@PRATTBROTHERS.COM

Sr. Vice President

Title

10/18/2023 03:36:42 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Thomas Pratt
Date of birth: [REDACTED]
Home address: [REDACTED]

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

Business Address: 333 Marcus Avenue

City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Telephone: 631-667-6800

Other present address(es):

City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706
Country: US
Telephone: 6315860554

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	07/18/2002
Chief Exec. Officer		Secretary	07/18/2002
Chief Financial Officer		Partner	
Vice President	07/18/2002		
(Other)			

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

YES [X] NO [] If Yes, provide details.

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

YES [X] NO [] If Yes, provide details.

As required by bank and bonding company

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

Scatt Materials Corp.
Z&P Realty of LI, S&P Realty & 608 Union Ave, LLC. PBI-WHQ LLC (Real estate property corps that are not involved in construction activities)

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

Asphalt pickup contracts - Scatt Materials, Corp.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Thomas Pratt , 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, Thomas Pratt , 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.

Pratt Brothers, Inc.

Name of submitting business

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

Thomas Pratt TPRATT@PRATTBROTHERS.COM

Vice President/Secretary

Title

10/18/2023 04:14:46 pm

Date

Business History Form

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

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

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

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

Date: 03/29/2023

1) Proposer's Legal Name: Pratt Brothers Inc.

2) Address of Place of Business: 333 Marcus Blvd

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

Country: US

Address: 45 South Fourth Street

City: Bay Shore State/Province/
Territory: NY Zip/Postal
Code: 11706

Country: US

Start Date: 07/18/2002 End Date: 03/04/2022

3) Mailing Address (if different): 333 Marcus Blvd.

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

Country: US

Phone: (631) 667-6800

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

4) Dun and Bradstreet number: 

5) Federal I.D. Number: 

- 6) The proposer is a: Corporation (Describe) _____
- 7) Does this business share office space, staff, or equipment expenses with any other business?
YES ☒ NO ☐ If yes, please provide details:
Shares with Guy Pratt, Inc.
- 8) Does this business control one or more other businesses?
YES ☐ NO ☒ If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES ☒ NO ☐ If yes, please provide details:
Scatt Materials, Corp.
James J. Pratt, III and Thomas Pratt, stockholders in Pratt Brothers Inc., are also stockholders in Scatt Materials Corp.
Scatt Materials is an asphalt hot mix manufacturer. Scatt Materials may supply some of the hot mix materials which is required for the construction in our projects.
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

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

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

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☒ NO ☐ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
A. Not an investigation, but we had an OSHA inspection on our Belmont worksite on 8/12/21. They indicated there was a ladder in our excavation that wasn't vertical and we took corrective action to remedy their concern. Inspection 1547362.015 was closed on 2/11/2022 with no violations.

B. Scatt Materials OSHA Inspection No. 154269 for date of incident July 19, 2021:

The decision of the OSHRC Administrative Law Judge became a final order of the OSH Review Commission on 06/13/2022. The Order acknowledged that the parties have resolved the contested citation items and proposed penalties and agreed to terminate the proceeding before the Commission.

3 File(s) uploaded: Inspection Detail _ Occupational Safety and Health Admin 8.12.21.pdf, Scatt Materials Letter 3-31-23-Signed (002).pdf, Scatt OSHA Letter 2022.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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

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

17 Conflict of Interest:

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

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

All employees are required to disclose any current and future conflicts if or when they occur.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

i) Date of formation;

07/18/2002

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.

SEE ATTACHED SHAREHOLDERS WITH PERCENTAGE OWNED

First Name	James			
Last Name	Pratt			
MI	J	Suffix	III	
Address	[REDACTED]			
City	[REDACTED]	State/Province/Territory	[REDACTED]	Zip/Postal Code [REDACTED]
Country	US			
Position	President/Treasurer			

First Name	Thomas			
Last Name	Pratt			

MI	_____	Suffix	_____
Address	_____		
City	_____	State/Province/ Territory	_____
Country	US		Zip/Postal Code
Position	Vice President/Secretary		_____

1 File(s) uploaded: Business History Form Shareholders.docx

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

First Name	James		
Last Name	Pratt		
MI	J	Suffix	III
Address	_____		
City	_____	State/Province/ Territory	_____
Country	US		Zip/ Postal Code
Position	President/Treasurer		_____

First Name	Thomas		
Last Name	Pratt		
MI		Suffix	
Address	_____		
City	_____	State/Province/ Territory	_____
Country	US		Zip/ Postal Code
Position	Vice President/Secretary		_____

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

60

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

MAJOR PROJECTS COMPLETED IS ATTACHED

5 File(s) uploaded: PB MAJOR PROJECTS COMPLETED.pdf, PB MAJOR PROJECTS COMPLETED.pdf, PB MAJOR PROJECTS COMPLETED.pdf, PB MAJOR PROJECTS COMPLETED.pdf, PB MAJOR PROJECTS COMPLETED.xls

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

B. Indicate number of years in business.

20

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

Work on previous NCDPW contracts

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	Village of Garden City		
Contact Person	John Borroni		
Address	351 Stewart Avenue		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 742-4001		
Fax #	(516) 742-5223		
E-Mail Address	jborroni@gardencityny.net		

Company	Suffolk County DPW		
Contact Person	Justin Hipperling		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4003		
Fax #	(631) 852-4150		
E-Mail Address	justin.hipperling@suffolkcountyny.gov		

Company	Village of Mineola		
Contact Person	Thomas Rini		
Address	155 Washington Avenue		
City	Mineola	State/Province/Territory	NY
Country	US		
Telephone	(516) 746-0753		
Fax #	(516) 746-0611		
E-Mail Address	trini@mineola-ny.gov		

Company	Aurora Contractors, Inc.
---------	--------------------------

Contact Person	Barney Rielly		
Address	100 Raynor Avenue		
City	Ronkonkoma	State/Province/Territory	NY
Country	US		
Telephone	(631) 981-3785		
Fax #			
E-Mail Address	Barneyr@auroracontractors.com		

I, Joseph M Williams, Jr., P.E. , 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, Joseph M Williams, Jr., P.E. , 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.

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Name of submitting business: Pratt Brothers Inc

Electronically signed and certified at the date and time indicated by:
Joseph M. Williams, Jr., P.E. JWILLIAMS@PRATTBROTHERS.COM

Sr. Vice President

Title

02/20/2024 05:39:56 pm

Date

Q

SEARCH OSHA

Inspection Detail

Inspection: 1547362.015 - Pratt Brothers, Inc

Inspection Information - Office: Long Island				
Nr: 1547362.015	Report ID: 0214700	Open Date: 08/12/2021		
Pratt Brothers, Inc		Union Status: NonUnion		
2150 Hempstead Turnpike				
Elmont, NY 11003				
SIC:				
NAICS: 238990/All Other Specialty Trade Contractors				
Mailing: 45 South 4th Street, Bay Shore, NY 11706				
Inspection Type:	Prog Related			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	08/12/2021	
Emphasis:	N:Trench	Close Case:	02/11/2022	
Related Activity:	Type	ID	Safety	Health
	Inspection	1544892	Yes	
	Inspection	1544901	Yes	
	Inspection	1544905	Yes	
	Inspection	1547364	Yes	
	Inspection	1547366	Yes	

FEDERAL GOVERNMENT

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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: Settled on 10/4/22, [REDACTED] Fine Paid

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 [REDACTED] fine.

Scatt had engaged legal counsel and came to a settlement with OSHA. The matter was resolved on 10/4/22. Scatt paid fines on the two violations totaling [REDACTED]

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



Print Name & Title:

James Haney Secretary

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:

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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 [REDACTED] 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

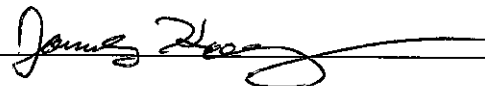
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LESSONS LEARNED

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



Print Name & Title: James Hana, Secretary



PRATT BROTHERS, INC.

GENERAL CONTRACTING • HEAVY CONSTRUCTION

45 S. Fourth Street • Bay Shore, NY 11706-1210 • Phone: 631-667-6800 • Fax: 631-289-3843

Shareholders

James J. Pratt, III – President/Treasurer – [REDACTED]

[REDACTED]

Thomas Pratt – Vice President/Secretary – [REDACTED]

[REDACTED]

MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.	ATE PLETED	% OF OUR WORK	CONTACT
07-135 Southern State Parkway Suffolk County D260416	New York State DOT	New York State DOT James Eldor	9/15/2009	94%	New York State DOT James Eldor
08-290 County Road 16 Reconstruction, Ronkonkoma No. 5511	Suffolk County DPW James Peterman (631) 852-4003	Lockwood, Kessler and Bartlett (516) 938-0600	7/31/2011	64%	Suffolk County DPW Justin Hipperling (631) 852-4006
09-077 Milling Requirements - Queens HW2CR09C	City of New York DDC	City of New York DDC	4/30/2011	81%	City of New York Yuliya Ruvinova (718) 322-5053
10-268 Culvert Replacement on Valley Stream Road	Village of Valley Stream Tony Cella (516) 592-5105	Village of Valley Stream	12/31/2011	63%	Village of Valley Stream Tony Cella (516) 592-5105
10-208 Milling Requirements - Queens HW2CR11C	City of New York DDC	City of New York DDC	8/31/2011	70%	City of New York Patrick Larkin (718) 391-1958
10-300 CR19 Patchogue Holbrook Rd Traffic Calming 3302/5014	Suffolk County DPW	Suffolk County DPW In-House	11/15/2011	66%	Suffolk County DPW Justin Hipperling (631) 852-4006
11-289 Sunset Plaza Shopping Center	Deer Park Associates LLC Len Abrams (631) 667-9575	Sidney B Bowne & Son	12/31/2011	100%	Deer Park Associates LLC Len Abrams (631) 667-9575
09-155 Calverton National Cemetery Expansion 805CM2036	Calverton National Cemetery GC&P Fabcon	Carter Van Dyke (212) 345-5053	12/31/2011	66%	GC&P Fabcon LLC John Schleer (908) 782-0526
11-011 Sysco Warehouse Central Islip	Sysco Food Services Aurora Contractors Barney Riley (631) 981-3785	Vollmuth & Brush (631) 363-2683	6/30/2012	85%	Aurora Contractors Barney Reilly (631) 981-3785
11-059 CR31 & 104 Intersection Reconstr. Hampton Bays CP5572	Suffolk County DPW William Hillman P.E. (631) 852-4006	Suffolk County DPW In-House	2/17/2012	71%	Suffolk County DPW Justin Hipperling (631) 852-4006
11-093 Village of Port Jefferson 2011 Road Improvements	Village of Port Jefferson Robert Juliano	Dvirka & Bartilucci Ken Pritchard	7/15/2012	77%	Dvirka & Bartilucci Ed Kozik (516) 364-9890
11-413 Solar Array Project @ Cohalan Court Complex Central Islip	Enxco Development Co. Eldor Contracting Corp. Keith Feldman	Enxco Development Co.	12/31/2012	100%	Eldor Contracting Corp. Keith Feldman (631) 218-0100
11-285 Milling Requirements - Queens HW2CR12C	City of New York DDC Patrick Larkin (718) 391-1958	City of New York DDC	9/30/2012	88%	City of New York DDC Patrick Larkin (718) 391-1958
11-335 Solar Array Project @ Riverhead County Complex	Enxco Development Co. Eldor Contracting Corp. Keith Feldman	Enxco Development Co.	2/31/2012	93%	Eldor Contracting Corp. Keith Feldman (631) 218-0100
12-104 New Entrance Roadway For School of Medicine	Hofstra University Richard S Leddy	Cameron Eng & Assoc. Jack Ozyman (516) 827-4900	9/30/2012	60%	Hofstra University Richard S. Leddy (516) 463-5258
12-174 Home Depot Parking Lot Commack	Home Depot	Home Depot	2/31/2012	100%	Opal Construction Chris Cavoto (631) 242-7440
09-239 Nassau County DPW Highway & Drainage Req. H66302S	Nassau County DPW	Nassau County DPW	2/31/2011	85%	Nassau County DPW (516) 571-6655
11-359 Suffolk County DPW	Suffolk County DPW	Suffolk County DPW In-House	2/16/2013	90%	Suffolk County DPW Justin Hipperling

MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.	DATE COMPLETED	% OF OUR WORK	CONTACT
Storm Water Pollution Remedtion Phase 3 CP8239					(631) 852-4006
11-393 Suffolk County DPW Wicks Road Improvement CP5539	Suffolk County DPW	Nelson & Pope	12/31/2013	66%	Suffolk County DPW Justin Hipperling (631) 852-4006
12014 Suffolk County DPW CR39 North Road Improvements CP5528	Suffolk County DPW	Suffolk County DPW In-House	12/31/2013	77%	Suffolk County DPW Justin Hipperling (631) 852-4006
12-018 Canon Headquarters Phase II - Sitework	Canon USA	Turner Construction	11/30/2013	56%	Turner Construction Chris Deschler (212) 229-6000
12-158 Mall at Bay Plaza Site Work - Bronx, NY	Prestige Properties & Dev.	Stantec Consulting Services Inc. (212) 366-5600	11/30/2013	98%	Aurora Contractors Jonathan McGowan (631) 981-3785
12-166 Home Depot Parking Lot Long Island City-Milling/Paving	Home Depot	Home Depot	12/31/2013	100%	Opal Construction Chris Cavoto (631) 242-7440
13-033 Sheridan Blvd. Drainage Mineola H6005001G	Nassau County DPW	Nassau County DPW	12/31/2013	98%	Nassau County DPW Shila Shah Gavnoudias (516) 571-9600
12-426 Reconstruction of Sound Avenue, CR48 Greenport - 5526	Suffolk County DPW Justin Hipperling P.E. (631) 852-4006	Suffolk County DPW In-House	12/31/2014	86%	Suffolk County DPW Justin Hipperling (631) 852-4006
13-055 Lowes of Commack Site Work	Aurora Contractors Barney Riley (631) 981-3785	Rosenbaum Design Group	12/31/2014	80%	Aurora Contractors Barney Reilly (631) 981-3785
13-049 Clearspan Building Project	Brookhaven Rail Terminal	Brookhaven Rail Terminal	12/31/2014	65%	Brookhave Rail Term. Andy Kaufman (631) 924-8800
13-089 Forcemain and Pump Station - Huntington Sta.	Avalon Bay Communities	Nelson & Pope	12/31/2014	30%	Avalon Bay Communities Matthew Gendron (617) 645-3937
13-183 Asphalt Paving Huntington Station	Avalon Bay Communities	Nelson & Pope	6/30/2014	95%	Avalon Bay Communities Matthew Gendron (617) 645-3937
13-219 Stony Brook Medical Center East Parking Field Paving	State of New York Dormatory Authority	H2M Architects & Engineers	12/31/2014	100%	Watral Bros. Inc. Jake Watral (631) 586-8300
13-261 Museum of American Armor Site Work - Old Bethpage	Museum of American Armor BDG Construction	BDG Construction Cor	8/29/2014	78%	BDG Construction Anthony Galu (516) 624-1979
13-283 2013 Road Improvements Nassau Avenue	Village of Freeport	Village of Freeport In-House	12/31/2014	73%	Village of Freeport Robert Fisenne P.E. (516) 377-2233
14-306 Green Acres Mall Valley Stream - Parking Field Pavement & Rehab	Green Acres Mall Opal Construction	Savik & Murray LLP	12/31/2014	95%	Opal Construction Chris Cavoto (631) 242-7440
13-035 Reconstruction of Rte 347 & 112 D262168	New York State DOT Scalamandre	New York State DOT	12/31/2015	98%	P. Scalamandre & Sons Tom Hayes (516) 868-3000
13-297	Village of Mineola	Dvirka & Bartilucci	12/31/2015	85%	Village of Mineola

MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.	DATE COMPLETED	% OF OUR WORK	CONTACT
Village of Mineola 2013 Road Improvements		Christopher Clement (516)364-9890			Thomas Rini (516) 746-0753
14-034 Bridge Rehabilitation Various Locations	Suffolk County DPW	Suffolk County DPW	12/31/2015	75%	Suffolk County DPW Justin Hipperling (631) 852-4006
14-084 Lake Success Redevelopment 1 Dakota Drive	We're Associates, Inc.	We're Associates Inc. Gary R Woska	7/27/2015	55%	We're Associates, Inc. Philip Arnold (516) 931-5322
14-220 2014 Road Improvements	Village of Garden City	Village of Garden City In-House	12/31/2015	70%	Village of Garden City Domenick Stanco (516) 465-4017
14-294 Ritz Carlton Residences Off Site Sanitary Sewer Connections SLRC1080018	LRC Construction LLC	H2M Architects Engs	7/27/2015	61%	LRC Construction LLC Steve Feinstein (914) 773-7700
15-241 3&5 Dakota Parking Lots	We're Associates Inc.	We're Associates Inc. Gary R Woska	12/31/2015	85%	We're Associates Philip Arnold (516) 931-5322
14-132 The Meadows at Yaphank Yaphank Woods Blvd. Road Improvements	Rose Breslin Assoc. LLC c/o AVR Realty	Vollmuth & Brush Jeffrey Vollmuth, P.E. (631) 363-2683	4/30/2016	100%	AVR Realty Tom Perna (914) 965-3990
14-142 Stony Brook University Toll Drive Residence Phase I	Aurora Contractors Inc. State University of New York at Stony Brook	KSQ Architects, P.C. (914) 682-3700	12/31/2016	87%	Aurora Contractors Frank Vero, Jr. (631) 981-3785
14-378 Stony Brook University Toll Drive Residence Phase II	Aurora Contractors Inc. State University of New York at Stony Brook	KSQ Architects, P.C. (914) 682-3700	12/31/2016	70%	Aurora Contractors Frank Vero, Jr. (631) 981-3785
15-017 Dormitories #A04B007 Sitework	NYRA Belmont EW Howell Travis Salvo	Dolph Rotfeld Eng. (914) 631-8600	9/28/2016	87%	EW Howell Travis Salvo (516) 921-7100
15-107 William Floyd Parkway Yaphank Woods Blvd.	Rose Breslin Assoc. LLC c/o AVR Realty	Vollmuth & Brush Jeffrey Vollmuth, P.E. (631) 363-2683	12/31/2016	76%	AVR Realty Tom Perna (914) 965-3990
15-149 Leavenworth Solar Farm Shoreham	Borrego Solar Systems Inc Eldor Contracting Corp. Keith Feldman	VHB Engineering (631) 234-3444	9/28/2016	88%	Eldor Contracting Corp. Keith Feldman (631) 218-0100
15-315 2015 Road Improvements	Village of Floral Park Valente Contracting Corp.	Dvirka & Bartilucci Christopher Clement (516) 364-9890	12/31/2016	95%	Valente Contracting Corp John Valente (516) 746-7933
15-305 The Meadows at Yaphank Yaphank Woods Blvd. Phase 1A Sitework	Rose Breslin Assoc. LLC c/o AVR Realty	Vollmuth & Brush Jeffrey Vollmuth, P.E. (631) 363-2683	12/31/2016	100%	AVR Realty Tom Perna (914) 965-3990
15-181 Lake Success Redevelopment 3 Dakota -P.Lot & Ramp	We're Associates Inc. Philip Arnold (516) 931-5322	We're Associates Inc. Gary R Woska	4/30/2016	65%	We're Associates Inc. Philip Arnold (516) 931-5322
15-255 2015 Road Improvements	Village of Mineola Valente Contracting Corp.	Dvirka & Bartilucci Christopher Clement (516) 364-9890	9/28/2016	100%	Valente Contracting Corp John Valente (516) 746-7933

MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.	DATE COMPLETED	% OF OUR WORK	CONTACT
16-130 LIE Welcome Center Dix Hills	NYS DOT P. Scalamandre & Sons	Stantec Consulting Services Inc. (212) 366-5600	11/30/2016	100%	P. Scalamandre & Sons Tom Hayes (516) 868-3000
16-152 2016 Road Improvements	Village of New Hyde Park	Dvirka & Bartilucci Christopher Clement (516) 364-9890	12/31/2016	77%	Village of New Hyde Park Tom Gannon (516) 354-0064
16-218 2016 Road Improvements	Village of Garden City	Village of Garden City In-House	12/31/2016	65%	Village of Garden City Domenick Stanco (516) 465-4017
16-308 2016 Road Improvements	Village of Mineola Valente Contracting Corp.	Dvirka & Bartilucci Christopher Clement (516) 364-9890	12/31/2016	100%	Valente Contracting Corp John Valente (516) 746-7933
15-221 Green Acres Commons Valley Stream	Green Acres Adjacent LLC Aurora Contractors Inc. Barney Reilly	SPG3 Architects Bruce Keller	7/31/2017	90%	Aurora Contractors Frank Vero, Jr. (631) 981-3785
15-243 Green Acres Commons Valley Stream - Paving	Green Acres Adjacent LLC Aurora Contractors Inc. Barney Reilly	SPG3 Architects Bruce Keller	7/31/2017	93%	Aurora Contractors Frank Vero, Jr. (631) 981-3785
16-034 1933 & 1963 Union Blvd. Sitework	South Side Hospital Schulmann Industries Inc. Harry Haralambous	Sidney B. Bowne & So (516) 746-2350	9/30/2017	55%	Schulmann Industries Inc Harry Haralambous (631) 499-7974
16-160 Roslyn Schools Paving	Roslyn UF School District Watral Brothers Inc.	VHB Engineering (631) 234-3444	9/30/2017	98%	Watral Brothers Inc. Jake Watral (631) 586-8300
16-358 Culverts 1 & 2 Holtsville Terminal	Northville Industries Corp.	U.N.I Engineering Inc. Edward J. Sapp	12/26/2017	41%	Northville Industries Corp. (631) 475-5060
17-273 Parking Lot Construction Union Blvd., Bay Shore	Northwell Health Inc. Schulman Industries Harry Haralambous	Sidney B. Bowne & So (516) 746-2350	12/31/2017	70%	Northwell Health Inc. Schulman Industries Harry Haralambous (631) 499-7974
15-261 Avalon at Great Neck Site Work	Avalon Bay Communities Scott Fradenburg 516-501-6020	VHB Engineering (631) 234-3444	1/31/2018	93%	Avalon Bay Communities Scott Fradenburg 516-501-6020
16-048 Avalon Rockville Centre II Sitework	Avalon Bay Communities Scott Fradenburg 516-501-6020	Nelson & Pope (631) 427-5665	1/31/2018	95%	Avalon Bay Communities Scott Fradenburg 516-501-6020
16-286 Common Area 2 Sitework The Meadows at Yaphank	Rose Breslin Assoc. LLC c/o AVR Realty	Vollmuth & Brush Jeffrey Vollmuth, P.E. (631) 363-2683	12/31/2018	100%	AVR Realty Tom Perna (914) 965-3990
17-103 Shoreham Solar Commons - Sitework	Shoreham Solar Commons LLC Keith Feldmann - Eldor (631) 218-0100	TRC Engineers Inc. (516) 671-3407	11/30/2018	90%	Eldor Contracting Corp. Keith Feldmann (631) 218-0100
17-189 Village of Garden City 2017 Road Improvements	Village of Garden City Valente Contracting Corp. John Valente	Village of Garden City In-House	12/31/2018	96%	Valente Contracting Corp John Valente (516) 746-7933
17-237 Northwell Lynbrook Site Work	Talisen Construction Corp. Joseph Rigazio (212) 244-4581	Sidney B. Bowne & So (516) 746-2350	6/30/2018	59%	Talisen Construction Corp. Joseph Rigazio (212) 244-4581
17-347 Sky Drive Farmingdale Sitework	BDG Farmingdale LLC Mike Christiano (516) 624-1948	Bohler Engineering Joseph Deal (631) 738-1200	12/31/2018	70%	BDG Farmingdale LLC Mike Christiano (516) 624-1948

COUNTY OF NASSAU

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

1. Name of the Entity: Pratt Brothers Inc.

Address: 333 Marcus Blvd

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

Country: US

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

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

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

First Name James
Last Name Pratt
MI J Suffix III
Address [REDACTED]
City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country US
Position President/Treasurer

First Name Edward
Last Name McCoy
MI P Suffix Jr.
Address [REDACTED]
City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country US
Position Vice President

First Name Joseph
Last Name Williams
MI M Suffix Jr.

Address			
City		State/Province/Territory:	
Country	US		Zip/Postal Code:
Position	Sr Vice President		

First Name	Thomas		
Last Name	Pratt		
MI		Suffix	
Address			
City		State/Province/Territory:	
Country	US		Zip/Postal Code:
Position	Vice President/Secretary		

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

First Name	James		
Last Name	Pratt		
MI	J	Suffix	III
Address			
City		State/Province/Territory:	
Country	US		Zip/Postal Code:
Position	President/Treasurer		

First Name	Thomas		
Last Name	Pratt		
MI		Suffix	
Address			
City		State/Province/Territory:	
Country	US		Zip/Postal Code:
Position	Vice President/Secretary		

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

Scatt Materials Corp.

12 File(s) uploaded: CCVD_Scatt Materials Corp._04_12_2023.pdf, CCVD_Scatt Materials Corp._10_18_2023.pdf, CCVD_Scatt Materials Corp._11_01_2022.pdf, Scatt Vendor Disclosure 10.14.21.pdf, Scatt Vendor Disclosure Form 12.3.20.pdf, Scatt Vendor Disclosure Form 2.13.20.pdf, Scatt Vendor Disclosure Form 2.21.20.pdf, Scatt Vendor Disclosure Form 2.28.20.pdf, Scatt Vendor Disclosure Form 5.19.21.pdf, Scatt Vendor Disclosure Form 9.13.19.pdf, Scatt Vendor Disclosure Form Feb 2020.pdf, ccvd (5) Scatt 3.8.22.pdf

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

Are there lobbyists involved in this matter?

YES [] NO [X]

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

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

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

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

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

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

Joseph M. Williams, Jr., P.E. [JWILLIAMS@PRATTBROTHERS.COM]

Dated: 10/18/2023 05:06:29 pm

Title: Sr. Vice President

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

COUNTY OF NASSAU

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

1. Name of the Entity: Scatt Materials Corp.

Address: 44 South Fourth Street

City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706

Country: US

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

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

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

First Name Thomas
Last Name Pratt
MI Suffix
Address [REDACTED]
City [REDACTED] State/Province/
Territory: [REDACTED] Zip/Postal
Code: [REDACTED]
Country US
Position President

First Name James
Last Name Haney
MI Suffix
Address [REDACTED]
City [REDACTED] State/Province/
Territory: [REDACTED] Zip/Postal
Code: [REDACTED]
Country US
Position Vice President

First Name James
Last Name Haney
MI Suffix

Address			
City		State/Province/ Territory:	
Country	US		Zip/Postal Code:
Position	Secretary		

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

If none, explain.

James J. Pratt, III - Stockholder	Keith Haney - Stockholder	Robert Watral - Stockholder
Thomas Pratt - Stockholder	David Shakesby - Stockholder	
James Haney - Stockholder	Jake Watral - Stockholder	
Chris Haney - Stockholder	Thomas Watral - Stockholder	

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.

Pratt Brothers, Inc - James J. Pratt, III and Thomas Pratt share ownership as Scatt Materials Corp. will supply asphalt to Pratt Brothers, Inc.

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

Are there lobbyists involved in this matter?

YES [] NO [X]

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

--

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

--

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

--

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

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

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

Thomas Pratt [TPRATT@PRATTBROTHERS.COM]

Dated: 10/18/2023 04:09:54 pm

Title: President

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2024

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

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

PRODUCER National Insurance Brokerage of New York, Inc. 175 Oval Drive Islandia NY 11749		CONTACT NAME: Kathleen Hofmann PHONE (A/C, No, Ext): (631)273-4242 E-MAIL ADDRESS: khofmann@nibony.com FAX (A/C, No): (631)273-8990													
INSURED Pratt Brothers Inc 333 Marcus Blvd Hauppauge NY 11788		INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: American Southern Home Insurance Compar</td><td>10235</td></tr><tr><td>INSURER B: American Family Home Insurance Company</td><td>19275</td></tr><tr><td>INSURER C: Berkley Insurance Company</td><td>32603</td></tr><tr><td>INSURER D: Travelers Indemnity CO</td><td>25658</td></tr><tr><td>INSURER E: Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: American Southern Home Insurance Compar	10235	INSURER B: American Family Home Insurance Company	19275	INSURER C: Berkley Insurance Company	32603	INSURER D: Travelers Indemnity CO	25658	INSURER E: Evanston Insurance Company	35378	INSURER F:	
INSURER A: American Southern Home Insurance Compar	10235														
INSURER B: American Family Home Insurance Company	19275														
INSURER C: Berkley Insurance Company	32603														
INSURER D: Travelers Indemnity CO	25658														
INSURER E: Evanston Insurance Company	35378														
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** [REDACTED]**REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	Y	[REDACTED]	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Railroad Excl Removed						PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000	
<input type="checkbox"/> OTHER:							\$	
B	AUTOMOBILE LIABILITY			[REDACTED]	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$					
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$					
	<input type="checkbox"/> HIRED AUTOS		PROPERTY DAMAGE (Per accident) \$					
			PIP-Basic \$ 50,000					
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	X	Y	[REDACTED]	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. EACH ACCIDENT \$
								E.L. DISEASE - EA EMPLOYEE \$
								E.L. DISEASE - POLICY LIMIT \$
D	Excess Umbrella			[REDACTED]	4/1/2023	4/1/2024	\$4,000,000 Limit	
E	Pollution Liability			[REDACTED]	9/5/2023	9/5/2024	\$2,000,000/\$1,000,000 \$5,000 DED	

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

Contract # H61587-03Q

The following are included as additional insured A.T.I.M.A with respect to General Liability as required by written contract/written agreement per the policy terms, conditions and exclusions: County of Nassau Department of Public Works, Town of Hempstead, Town of North Hempstead, Town of Oyster Bay, City of Glen Cove & City of Long Beach.

CERTIFICATE HOLDER**CANCELLATION**

County of Nassau Department of Public Works 1194 Prospect Avenue Westbury, NY 11590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Frank Cormio/STEPHK 

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 [REDACTED]

CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Pratt Brothers Inc 45 South 4th Street Bayshore NY 11706</p> <p><small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small></p>	<p>1b. Business Telephone Number of Insured 631-667-6800</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number [REDACTED]</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Nassau County DPW 1194 Prospect Avenue Westbury, NY 11590</p>	<p>3a. Name of Insurance Carrier Hartford Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" [REDACTED]</p> <p>3c. Policy effective period 01/01/2024 to 01/01/2025</p>

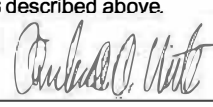
4. Policy provides the following benefits:

- ☐ A. Both disability and paid family leave benefits.
- ☐ B. Disability benefits only.
- ☐ C. Paid family leave benefits only.

5. Policy covers:

- ☐ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 01/04/2024 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number _____ Name and Title _____

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

DB-120.1 (10-17)



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 161620294
LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER PRATT BROTHERS INC 333 MARCUS BLVD. HAUPPAUGE NY 11788		CERTIFICATE HOLDER COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS 1194 PROSPECT AVENUE WESTBURY NY 11590	
POLICY NUMBER [REDACTED]	CERTIFICATE NUMBER [REDACTED]	POLICY PERIOD 04/01/2023 TO 04/01/2024	DATE 3/30/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2378 461-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: [REDACTED]

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 161620294
PRATT BROTHERS INC
333 MARCUS BLVD.
HAUPPAUGE NY 11788



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER PRATT BROTHERS INC 333 MARCUS BLVD. HAUPPAUGE NY 11788		CERTIFICATE HOLDER COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS PROJECT H61103G 1194 PROSPECT AVE WESTBURY NY 11590	
POLICY NUMBER [REDACTED]	CERTIFICATE NUMBER [REDACTED]	POLICY PERIOD 04/01/2023 TO 04/01/2024	DATE 3/30/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2378 461-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: [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: January 19, 2024

SUBJECT: Approval of Contract Amendment No. 2
Resurfacing Requirements Contract H61587-03Q
Encumbrance No. CHPW20000008

As the current contract expires on April 21, 2024, and the new Resurfacing Requirements Contract (H61587-04Q) has been delayed in the award process, there may be no available funding for emergency work, immediate corrective measures, or resurfacing of pavement in poor condition. This Department is requesting approval of the following Amendment that is necessary for Pratt Brothers, Inc. to continue to perform "on-call" construction services.

RESURFACING REQUIREMENTS CONTRACT No. H61587-03Q
EXTENSION OF CONTRACT: April 21, 2025
ADDITIONAL FUNDING: Increase Maximum Amount by \$4,000,000.00

The work to be performed under this contract Amendment will consist of the furnishing of labor, materials, tools, equipment, and incidentals as specified for the resurfacing of asphalt and/or concrete surfaces and other related work at various locations to be selected in Nassau County. Any remaining funds will be disencumbered at the end of the contract.

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



Kenneth G. Arnold
Commissioner

KGA:TMG:jd

c: Thomas M. George, Deputy Commissioner
Roseann D'Alleva, Deputy Commissioner
Loretta V. Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Gijo Varghese, Civil Engineer III

APPROVED:



Arthur T. Walsh
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh
Chief Deputy County Executive



REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACTPART 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
Resurfacing Requirements H61587-03Q - Pratt
Encumbrance No. CHPW20000008

Project Title: Resurfacing Requirements Contract H61587-03Q - Amendment No. 2Department: Public Works Project Manager: Gijo Varghese Date: 12-04-2023Service Requested: Amendment No.2 will extend the contract one (1) year to April 21, 2025, and increase the CAP by \$4,000,000. The contract extension and the additional funding is required for the resurfacing of asphalt and/or concrete surfaces and other related work at various locations in Nassau County.Justification: The requested contract extension and funding encumbrance are needed as the current Resurfacing Requirements Contract (H61587-03Q) expires in April 2024 and the new Resurfacing Requirements Contract (H61587-04Q) has been delayed in the award process. As a result, there may be no available funding for emergency work, immediate corrective measures or resurfacing of pavement in poor condition.

Note:

Recommend adding funding as follows:

\$3.5M to Existing Line 1 Funding Source 61587-REQ005

\$500K to Existing Line 2 Funding Source 41869-REQ005

Requested by: Civil/Site Construction Management Unit

Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$4,000,000.00

Circle appropriate phase

Total Project Cost: \$4,600,000.00

Includes, design, construction and CM

Date Start Work: ASAP

Phase being requested

Duration: 12 months (from 04-22-2024)

Phase being requested

Capital Funding Approval: YES ☐ NO ☐ Roseann Dalleva 1-3-24
SIGNATURE DATE

Funding Allocation (Capital Project):

See Attached Sheet if multiyear ☐NIFS Entered: _____
SIGNATURE DATEAIM Entered: Deanna Funk 1-10-24
SIGNATURE DATEFunding Code: 61587-REQ005

use this on all encumbrances

Timesheet Code: 23-0412

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation _____

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

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

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

DCE/Ops Approval: YES NO Signature _____

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Joseph M. Williams, Jr., P.E.

Name and Title of Authorized Representative

m/d/yy

Signature

2/7/24

Date

Pratt Brothers, Inc.

Name of Organization

333 Marcus Blvd., Hauppauge, NY 11788

Address of Organization

Instructions for Certification

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

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

February 27, 2023

Pratt Brothers, Inc.
333 Marcus Boulevard
Hauppauge, New York 11788

Att: James J. Pratt

Re: 2019 Nassau County Resurfacing Requirements Contract in the Towns of Hempstead,
North Hempstead & Oyster Bay and in the Cities of Glen Cove & Long Beach
Contract Number H61587-03Q
Encumbrance Number CHPW20000008

To Whom It May Concern:

As per the original Agreement, Article XXVI. Schedule of Requirements, Section A.1. Time for Completion, "Thirty-six (36) months, with an extension of (1) one year at the discretion of the Commissioner" you are hereby advised that the extension of contract is granted for one (1) year to April 21, 2024.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "K. Arnold", is written over a horizontal line.

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

KGA:TMG:pl

c: Thomas M. George, Deputy Commissioner of Public Works
Roseann D'Alleva, Deputy Commissioner of Public Works
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Gijo Varghese, Civil Engineer III
Siju Sebastian, Accountant II
Frank Troulakis, Office of the Comptroller
Matt Duffy, Office of the Comptroller
Jennifer Baci, Office of the Comptroller
Robert Doutney, Resident Engineer
Michael Lisa, Office Engineer
Bernadette Barclay, Office Engineer
Charles Bourie, Office Engineer
Bonding Company: Philadelphia Indemnity Insurance Company

**B-23-21**

Certified:

NIFS ID:CLPW21000016 Department: Public Works**Capital: X**

SERVICE: 2020 Resurfacing Req H61587-03Q-Amendment 1-B23-21

Contract ID #:CHPW20000008 NIFS Entry Date: 24-MAY-21 Term: from to

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

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

Vendor Info:	
Name: Pratt Brothers, Inc.	Vendor ID#: [REDACTED]
Address: 45 South Fourth Street Bay Shore, NY 11706-1210	Contact Person: James Pratt
	Phone: 631-667-6800

Department:
Contact Name: John O'Dougherty
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590 Phone: 516-571-6818

Routing Slip

Department	NIFS Entry: X	24-MAY-21 -- LDIONISIO
Department	NIFS Approval: X	25-MAY-21 -- RD'ALLEVA
DPW	Capital Fund Approved: X	25-MAY-21 -- RDALLEVA
OMB	NIFA Approval: X	26-MAY-21 -- CNOLAN
OMB	NIFS Approval: X	25-MAY-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	25-MAY-21 -- AAMATO
County Atty.	Approval to Form: X	26-MAY-21 -- NSARANDIS
CPO	Approval: X	28-MAY-21 -- KOHAGEN

DCEC	Approval: X	28-MAY-21 -- JCHIARA
Dep. CE	Approval: X	28-MAY-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	03-JUN-21 -- JSCHANTZ
Legislature	Approval: X	14-JUN-21 -- CALBERT
Comptroller	Deputy: X	23-JUL-21 -- JSCHOEN
NIFA	NIFA Approval: X	18-AUG-21 -- MWORSHAM

Contract Summary

Purpose: This is amendment to an agreement with Pratt Brothers to provide additional funds for emergency work for roads in poor condition that are in need of resurfacing.
Method of Procurement: The contractor was selected through an open competitive bidding process with formal sealed bids. One bid was received, Pratt Brothers, Inc. was awarded the contract.
Procurement History: The bid was advertised in Newsday (09/04/2019), eProcure (09/04/2019 - 10/08/2019) and NYSCR (09/04/2019 - 10/08/2019).
Description of General Provisions: This is a resurfacing requirements contract for the resurfacing of asphalt and concrete roadway surfaces and other related work at various locations throughout the County. Services include the furnishing of labor, materials, tools, equipment and incidentals as specified for the resurfacing of asphalt and concrete surfaces and other related work at various locations to be selected in Nassau County.
Impact on Funding / Price Analysis: This amendment increases the maximum amount by \$4,000,000.00. The new maximum amount is \$20,000,000. The term remains the same - 3 years from execution (4/22/20) with a 1 year option to renew. Capital project - #61587
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	50	Revenue		1	PWCAPCAP/61587/00004	\$ 4,000,000.00
Resp:	CAP	Contract:				\$ 0.00
Object:	00004	County	\$ 0.00			\$ 0.00
Transaction:	107	Federal	\$ 0.00			\$ 0.00
Project #:	61587	State	\$ 0.00			\$ 0.00
Detail:	REQ005	Capital	\$ 4,000,000.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 4,000,000.00		TOTAL	\$ 4,000,000.00

RENEWAL	
% Increase	
% Decrease	



Certified:

B-23-21

NIFS ID:CLPW21000016 Department: Public Works

Capital: X

SERVICE: 2020 Resurfacing Req H61587-03Q-Amendment 1-B23-21

Contract ID #:CHPW20000008

NIFS Entry Date: 24-MAY-21

Term: from to

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

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

Vendor Info:	
Name: Pratt Brothers, Inc.	Vendor ID#: [REDACTED]
Address: 45 South Fourth Street Bay Shore, NY 11706-1210	Contact Person: James Pratt
	Phone: 631-667-6800

Department:
Contact Name: John O'Dougherty
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590 Phone: 516-571-6818

Routing Slip

Department	NIFS Entry: X	24-MAY-21 -- LDIONISIO
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OMB	NIFS Approval: X	25-MAY-21 -- NGUMIENIAK
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DCEC	Approval: X	28-MAY-21 -- JCHIARA
Dep. CE	Approval: X	28-MAY-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	03-JUN-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This is amendment to an agreement with Pratt Brothers to provide additional funds for emergency work for roads in poor condition that are in need of resurfacing.
Method of Procurement: The contractor was selected through an open competitive bidding process with formal sealed bids. One bid was received, Pratt Brothers, Inc. was awarded the contract.
Procurement History: The bid was advertised in Newsday (09/04/2019), eProcure (09/04/2019 - 10/08/2019) and NYSCR (09/04/2019 - 10/08/2019).
Description of General Provisions: This is a resurfacing requirements contract for the resurfacing of asphalt and concrete roadway surfaces and other related work at various locations throughout the County. Services include the furnishing of labor, materials, tools, equipment and incidentals as specified for the resurfacing of asphalt and concrete surfaces and other related work at various locations to be selected in Nassau County.
Impact on Funding / Price Analysis: This amendment increases the maximum amount by \$4,000,000.00. The new maximum amount is \$20,000,000. The term remains the same - 3 years from execution (4/22/20) with a 1 year option to renew. Capital project - #61587
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	50	Revenue		1	PWCAPCAP/61587/00004	\$ 4,000,000.00
Resp:	CAP	Contract:				\$ 0.00
Object:	00004	County	\$ 0.00			\$ 0.00
Transaction:	107	Federal	\$ 0.00			\$ 0.00
Project #:	61587	State	\$ 0.00			\$ 0.00
Detail:	REQ005	Capital	\$ 4,000,000.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 4,000,000.00		TOTAL	\$ 4,000,000.00
RENEWAL						
% Increase						
% Decrease						

B23-21

RULES RESOLUTION NO 126 -2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT AMENDMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND PRATT BROTHERS, INC.

Passed by the Rules Committee
Nassau County Legislature

By Voice Vote on 6-14-2021

VOTING:

ayes 7 nays 0 abstained 0 recused 0

Legislators present: 7

WHEREAS, pursuant to County contract number H61587-03Q, for 2020 NASSAU COUNTY RESURFACING REQUIREMENTS CONTRACT IN THE TOWNS OF HEMPSTEAD, N. HEMPSTEAD, & OYSTER BAY AND THE CITIES OF GLEN COVE & LONG BEACH, NEW YORK ("Contract") between the County and PRATT BROTHERS, INC., ("Contractor"), the Contractor performed services as more particularly described in the contract documents a copy of which is on file with the Clerk of the Legislature; and

WHEREAS, the County and the Contractor desire to increase the maximum amount of the Original Contract by four million dollars (\$4,000,000), such that the total Maximum Amount the County shall pay the Contractor shall not exceed twenty million dollars (\$20,000,000), during the four (4) years (the "Amended Maximum Amount") for Services under the Amended Agreement.

and

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

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

AMENDMENT NUMBER ONE

This AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment"), dated as of the date this amendment is executed by Nassau County (the "Effective Date") between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Pratt Brothers, Inc., 45 South Fourth Street, Bay Shore, New York 11706 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County Contract Number H61587-03Q between the County and the Firm, executed on behalf of the County on April 22, 2020 (the "Original Agreement"), the Firm performed "on-call" construction services consisting of the furnishing of labor, materials, tools, equipment and incidentals as specified for the resurfacing of asphalt and concrete surfaces and other related work at various locations to be selected in Nassau County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was for three (3) years, with the Department's option to extend the term of the Contract for an additional one (1) year period for a total Contract term of four (4) years (the "Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, including during the period of any extension options that may be exercised by the Commissioner of the Department, as full compensation for the Services, was sixteen million dollars (\$16,000,000) (the "Maximum Amount"), at four million dollars (\$4,000,000) per year;

WHEREAS, the Contractor has provided Services in a professional and responsible manner;

WHEREAS, the County's need for the Contractor's Services has substantially increased in 2021; and

WHEREAS, the County and the Contractor desire to modify the Maximum Amount of the Agreement to, commencing July1, 2021, increase the amount of funds available to compensate the Contractor for the providing Services by an additional four million (\$4,000,000.00) as provided herein ("Amendment Number One"); and

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

1. Maximum Amount. The Maximum Amount shall be increased by four million dollars (\$4,000,000). This additional funding to be available for Services

commencing on July 1, 2021 and for the balance of the Agreement Term. Accordingly, the total Maximum Amount the County shall pay the Contractor shall not exceed twenty million dollars (\$20,000,000), during the four (4) years (the "Amended Maximum Amount") for Services under the Amended Agreement.

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

3. Compliance with Law.

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

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Pratt Brothers, Inc.

By: 

Name: Edward McCoy Jr.

Title: Vice President

Date: 5/24/2021

County of Nassau

By: 

Name: BRIAN J. SCHNEIDER

Title: Deputy County Executive

Date: AUGUST 31, 2021

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 24 day of May in the year 2021 before me personally came Edward P. McCoy Jr. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the Vice President of Pratt Brothers, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Carol A. Miller
CAROL A. MILLER
Notary Public, State of New York
No. 5002326
Qualified in Suffolk County
Commission Expires Sept. 28, 2022

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 31 day of Aug in the year 2021 before me personally came Brian Schiraldi to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Laura J. Vigliotti
LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2024
COMMISSIONED IN NASS COUNTY

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2018 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
WESTBURY, NEW YORK



2019 NASSAU COUNTY RESURFACING
REQUIREMENTS CONTRACT IN THE
TOWNS OF HEMPSTEAD, NORTH
HEMPSTEAD & OYSTER BAY AND IN THE
CITIES OF GLEN COVE & LONG BEACH

NASSAU COUNTY, NEW YORK

CONTRACT NO. H61587-03Q

Kenneth G. Arnold, P.E.
Commissioner

Laura Curran
County Executive

Contract No. H61587-03Q

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NOTICE TO BIDDERS

Sealed Proposals, invited by the County of Nassau, will be received by the County Executive of Nassau County, in the office of the Clerk of the Nassau County Legislature, Room 117, in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York, on **Tuesday, October 8, 2019 until 10:30 AM**, at which time the Proposals where accompanied with and presented separate from the required Bid Security will be publicly opened and read aloud, in the Meeting Room of the Nassau County Legislature, and the contract awarded as soon thereafter as practicable for:

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

2019 NASSAU COUNTY RESURFACING REQUIREMENTS CONTRACT IN THE TOWNS OF HEMPSTEAD, NORTH HEMPSTEAD & OYSTER BAY AND IN THE CITIES OF GLEN COVE & LONG BEACH NASSAU COUNTY, NEW YORK

CONTRACT NO. H61587-03Q

The principal features of the work to be performed under this contract involves 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 during a thirty-six (36) month period.

No interpretation of the meaning of the Drawings, Specifications or other Contract Documents will be made to any Bidder orally. Prospective bidders must request in writing such interpretation from the Commissioner and such interpretation will be given in writing in the form of written addenda, to all prospective bidders, in accordance with the Instructions to Bidders, Item G.

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

Instructions to Bidders, Form of Bid Bond, Proposal, Form of Agreement, Specifications and the Plans, herein called the "Contract Documents," may be examined at the Permit Office of the Department of Public

Works, first floor, 1194 Prospect Avenue, Westbury, Nassau County, New York, 11590-2723, Phone No. (516) 571-6840, from 9:00 AM on September 6, 2019 until 3:45 PM on October 4, 2019 (closed from 12:00 Noon to 1:00 P.M.). Copies of the Contract Documents will be available at the time and place indicated, for review prior to purchase. Furthermore, for review only, a downloadable set of the technical specifications can be found on the County solicitation board at no charge for all registered users at:

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

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

Questions must be submitted no later than 4:45 P.M. on September 20, 2019. All questions should be directed to Jose Viteri at jviteri@nassaucountyny.gov.

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

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County. Vendors may register at <https://www.nassaucountynv.gov/3153/e-Services> by clicking on the "Vendor Portal Registration". In addition, any vendor submitting an offer for this solicitation should submit the required vendor disclosures in the Vendor Portal as well.

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

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

Dated at Mineola, LI
September 4, 2019

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

INSTRUCTIONS TO BIDDERS

A. RECEIPT AND OPENING OF BIDS

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

B. BIDDER'S OBLIGATIONS

1. Bidders shall be responsible at the time of bidding for completing all certifications required by these Contract Documents. Failure to comply with this requirement may cause the bidder to be considered non-responsive and therefore not eligible for award.
2. Bidders are cautioned not to submit proposals without having carefully examined the entire site of the proposed work and the adjacent premises, and the various means of approach to the site and shall make all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing, and operating the necessary plant, and for delivering and handling the material at the site, and to inform themselves thoroughly as to all the difficulties involved in the completion of all work under this contract in accordance with its requirements.
3. Bidders shall examine the Drawings and Specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done and, for the bid prices, shall assume all risk of variance by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.
4. The Contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the County.
5. The County may have acquired for its own use certain information relating to the probable profiles of the ground,

INSTRUCTIONS TO BIDDERS

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

6. No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of a Contractor to fulfill in every detail all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.
7. Bidders are warned that the estimates of the quantities of the various items of work and materials as set forth in the proposal form are approximate only and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.
8. Bidders are cautioned that, where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities of Glen Cove or Long Beach, the Contractor shall be required to have such a license.

C. DEFINITIONS

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

D. FORM, PREPARATION AND PRESENTATION OF PROPOSALS

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

INSTRUCTIONS TO BIDDERS

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

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

E. SUBMISSION OF BIDS

1. The bid must be signed and verified, and be presented on the prescribed form in a sealed envelope on or before the time at the place mentioned in the Notice to Bidders, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the bid is made. (If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified in the Notice to Bidders, preferably by certified mail). Bid Security shall also be presented with the BID and shall be **OF THE BID BOND FORM PROVIDED** and presented in a sealed envelope, marked "Bid Security," and submitted separate from the BID. Said sealed envelope shall bear the contract number of the BID it is presented with and then **"attached to the OUTSIDE of the envelope containing the BID."**

INSTRUCTIONS TO BIDDERS

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

F. BIDDING PROTEST PROCEDURE

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

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

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

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

G. ADDENDA AND INTERPRETATIONS

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

INSTRUCTIONS TO BIDDERS

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

H. BID SECURITY

1. The proposal **must** be accompanied either by a **certified check** of a Bank or Trust Company with its principal place of business in New York State **in an amount equal to not less than 10% of the amount bid, made payable to the County of Nassau as assurance that the bid is made in good faith; or a BID BOND in an amount of not less than 10% of the amount bid. BIDDER MUST USE THE BID BOND FORM PROVIDED HEREIN.** The American Institute of Architects or similar substitute forms **OR FORMS IDENTICAL TO THAT PROVIDED HEREIN** will **NOT** be accepted (see Form of Bid Bond immediately following the Instruction to Bidders). **The BID BOND must be affixed to the OUTSIDE of the envelope containing the BID as indicated earlier in the INSTRUCTIONS TO BIDDERS. FAILURE TO PROVIDE SUCH BID BOND OR CERTIFIED CHECK WITH THE BID WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL NOT BE ACCEPTED, OPENED OR READ ALOUD.**
2. **If after opening the BID, the Bid Security is found to be less than the required 10%, the BID will at that point be determined to be non-responsive and the BID will be rejected.**
3. All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which shall be attached to the Bond **OR** issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570). The amount of such Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.
4. Within three days after the opening of bids, the bid security of all but the three lowest bidders will be returned. The bid security of the remaining bidders will be returned within two days after the execution of the Contract.

INSTRUCTIONS TO BIDDERS

5. If the Bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required security and insurance, within ten (10) days of the date of the Notice of Award, the amount of his bid security shall be forfeited and shall be retained by the County as liquidated damages. No plea of mistake in a bid shall be available to the Bidder for the recovery of his bid security or as a defense to any action based on the neglect or refusal to execute a contract.

I. QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

QUALIFICATIONS: A form for qualification of bidders, giving evidence of sufficient facilities, equipment, and experience to insure completion of the work is provided with the proposal and must be properly filled in, sworn to and submitted as part of the proposal although additional information may be sought as provided in the RESPONSIBILITY section below.

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

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

INSTRUCTIONS TO BIDDERS

1. The COUNTY may require the apparent lowest responsible bidder, in addition to other information, to furnish the following items:
 - a. Description of its experience with projects of similar comparative size, complexity, and cost within recent years, together with documentary evidence of such projects; demonstration of Contractor's ability and capacity to perform a substantial portion of the Project with its own forces.
 - b. Description of the bidder's proposed approach to the project; with a breakdown of the major construction activities; the sequence they will be performed; and their durations.
 - c. Documentation from previous projects regarding: timeliness of performance; quality of work; extension requests; labor disputes; litigation and/or arbitration arising from such work, including fines and penalties imposed and payment thereof; liens filed; history of claims for extra work; contract defaults; together with explanations of same.
 - d. Identification and description of any projects within the previous five years that the apparent lowest bidder was determined by a municipality not to be a responsible bidder, the reasons given by such municipality therefore, together with an explanation thereof.
 - e. An adequate demonstration of financial responsibility, which may include, in the COUNTY'S discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest bidder possesses adequate resource and availability of credit and the means and ability to procure insurance and bonds required for the project.
 - f. Disclosure of any suspensions or revocations of any professional license of any director, officer, owner, or managerial employee of the apparent lowest bidder, to the extent that any work to be performed is within the field of such licensed profession.

INSTRUCTIONS TO BIDDERS

- g. Disclosure of any and all Occupational Safety and Health Act (OSHA) violations within the previous three years, as well as all notices of OSHA violations filed against the apparent lowest bidder in the same three year Period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.
- h. Disclosure of any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities.
- i. Certification and list of equipment owned and/or leased by the apparent lowest bidder that will be utilized on the project, together with maintenance records and such assurances regarding safety thereof as the County considers appropriate.
- j. Disclosure of any litigation (including copies of Pleadings) in which the apparent lowest bidder has been named as a Defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.
- k. Disclosure of violations of the Prevailing Wage and Supplement payment Requirements of the Labor Law, and any other Labor Law provisions, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.
- l. Disclosure of violations of the Workers' Compensation Law, including, but not limited to the failure to provide proof of Workers' Compensation or Disability coverage and/or any lapses thereof.
- m. Disclosure of any criminal convictions or criminal indictments, involving the apparent lowest bidder, its officers, directors, owners and/or managerial employees, within the past five years.
- n. Disclosure of any violations within the past five years

INSTRUCTIONS TO BIDDERS

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

- o. Identify all work to be subcontracted along with its value and when requested by the County identifying the firm(s) to which the work will be Subcontracted. All Subcontractors are subject to the approval of the County. The approval of the Subcontractors by the County, as provided in the general conditions, may be subject to the same evaluation of responsibility.
- 2. Prior to a final determination that the apparent lowest bidder is not responsible, the County shall notify the party of the same, in writing, relaying the initial determination of non-responsibility. The apparent lowest bidder will have ten (10) calendar days to make an appeal, in writing, to the Commissioner. If such an appeal is made, the Commissioner, per established procedure, will convene a Standing Committee to hear the bidder's appeal. The Committee will render a final decision in the matter. Failure by the bidder to make an appeal within the ten (10) calendar day period will render the initial determination of non-responsibility final.
- 3. In the event the amount of the lowest bid appears disproportionately low when compared with the estimates undertaken by or on behalf of the COUNTY and/or compared to other bids submitted, the COUNTY reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

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

J. SECURITY FOR FAITHFUL PERFORMANCE

The successful bidder shall execute both a Performance Bond and a Labor and Material Payment Bond on forms as hereto attached, (See form of Performance Bond and Form of Labor and Material Payment Bond Immediately following the section entitled "Agreement".) each in the amount of one hundred percent (100%) of the contract price, to remain in effect for the duration of the contract, which includes the

INSTRUCTIONS TO BIDDERS

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

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

K. INSURANCE REQUIREMENTS

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

L. REJECTION OF BIDS

1. The County reserves the right to reject any bid if the evidence submitted in the statement of the Bidder's qualifications or if investigation of such Bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
2. Conditional bids will not be accepted. The County reserves the right to reject any and all bids and to accept the bid which it deems most favorable to the interest of the County, after all bids have been examined and canvassed.

M. BASIS OF AWARD

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

INSTRUCTIONS TO BIDDERS

N. STAGING AND STORAGE AREAS

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

O. CONTRACT PROCESSING FEE

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

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

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

P. STATE LAWS

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

INSTRUCTIONS TO BIDDERS

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

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

Q. STORM WATER POLLUTION PREVENTION

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

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

INSTRUCTIONS TO BIDDERS

approved by the Commissioner, who shall have the full authority to provide material and labor in the prosecution and completion of such work.

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

R. THE CONTRACT IS ALSO MADE SUBJECT TO:

1. GENERAL BUSINESS LAW, Section 322-a
2. GENERAL MUNICIPAL LAW, Section 103-d
3. LABOR LAW, Article 8 and Article 10
4. COUNTY EXECUTIVE ORDER 2-2018 and NASSAU COUNTY VENDOR CODE OF ETHICS
5. ADMINISTRATIVE CODE OF NASSAU COUNTY, Sections 22-4.2 and 22-4.3
6. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status, and or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
7. Contracts receiving Federal Aid are referred to Section T., entitled, CONTRACTS WITH FEDERAL AID, of these instructions.
8. With reference to the foregoing and all other statutory citations contained in the bid documents, it is the Contractor's responsibility to appraise himself of the latest amendments.
9. Each and every provision of any law, rule or regulation required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either

INSTRUCTIONS TO BIDDERS

party, the Contract shall be amended to make such insertion.

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

S. SALES TAX AND COMPENSATING USE TAX

Under the Laws of New York State all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the County of Nassau are exempt from the payment of New York State Sales or Compensatory Use Taxes. Therefore, the Contractor should not include any amount in its bid price to cover Sales Taxes.

T. RESPONSIBLE CONTRACTORS

1. The Owner will award contracts only to responsible contractors who possess the ability to perform successfully under the terms and conditions of the Contract. Consideration will be given to such matters as contractor integrity, record of past performance, and accessibility to financial and technical resources. A prospective contractor must affirmatively demonstrate his or her responsibility and, when necessary, the responsibility of proposed subcontractors. Within 30 days after the Department has granted preliminary approval of proposed subcontractor(s), contractor shall provide all required vendor integrity and disclosure documents for preliminarily approved subcontractor(s). A determination of non-responsibility will be made by the County if information obtained indicates clearly that the prospective contractor is not responsible. If the County has doubts about the productive capacity or financial strength of a prospective contractor which cannot be resolved affirmatively, the County will determine that the prospective contractor is non-responsible. A determination and findings supporting the decision will be written for the file.
2. A prospective contractor must:
 - a. Have adequate financial resources or the ability to obtain such resources as required during performance of

INSTRUCTIONS TO BIDDERS

the contract.

- b. Be capable of furnishing the supplies/services specified in accordance with the required delivery schedule. Upon request, the prospective contractor must furnish "acceptable evidence" of his ability to perform, such as firm commitments by sub-contractors, equipment supplies and facilities, and show his ability to obtain the necessary personnel.
 - c. Not have an unsatisfactory record of performance.
 - d. Not have an unsatisfactory record of integrity and business ethics.
 - e. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
3. Debarred or Ineligible Bidders. No firm that is currently ineligible or debarred from the award of a direct Federal contract may be awarded a contract or a subcontract under a project supported by Federal funds. The contractor must include with his bid or proposal a certification that he is not on a current list of debarred or ineligible contractors for Federal contracts.

U. CONTRACTS WITH FEDERAL AID

- 1. A Pre-Award Conference to determine the lowest responsible bidder's ability to fulfill the requirements of Executive Orders No. 11,246 and No. 11,375 is mandatory for all contracts exceeding \$1,000,000.00. The Bidder will be informed during the Pre-Award Conference, the date, time and place set for a Pre-Construction Conference required by New York State.
- 2. Are subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended; Sections 22-4.2 and 22-4.3 of the Administrative Code of Nassau County, 41 CFR (Code of Federal Regulations) 60 including Parts 60-1.4, 60-250.4 and 60-741.4.
- 3. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

INSTRUCTIONS TO BIDDERS

V. FRINGE BENEFIT SUPPLEMENTS

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

W. APPRENTICESHIP TRAINING PROGRAMS

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

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

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

Y. PARTICIPATION BY SERVICE_DISABLED VETERANS IN COUNTY CONTRACTS

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

INSTRUCTIONS TO BIDDERS

TITLE 51

APPRENTICESHIP TRAINING PROGRAMS FOR COUNTY CONTRACTS

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

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

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

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

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

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

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

3. **Requirements and Exceptions.**

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

INSTRUCTIONS TO BIDDERS

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

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

INSTRUCTIONS TO BIDDERS

from the sponsor verifying the signatory status.

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

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

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

INSTRUCTIONS TO BIDDERS

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

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

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 Pratt Brothers, Inc.

as Principal; and Philadelphia Indemnity 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% of amount bid) 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 4th day of October, 2019

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. H61587-03Q for the

2019 Resurfacing Requirements Contract in the Towns of Hempstead, North Hempstead & Oyster Bay and the cities of Glen Cove and Long Beach, 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.

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

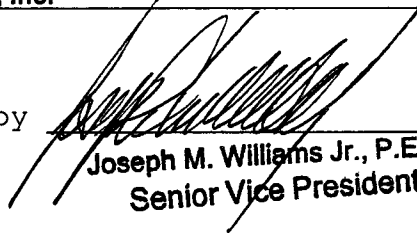
- a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.
- b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

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

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

Pratt Brothers, Inc.
Contractor

by


Joseph M. Williams Jr., P.E.
Senior Vice President

(L.S.)

(Corporate seal of
Contractor
Title if a corporation)

by _____ (L.S.)

Title

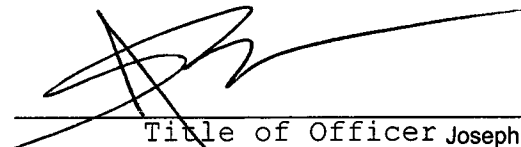
by _____ (L.S.)

Title

Philadelphia Indemnity Insurance Company

Surety

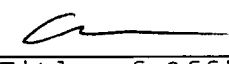
by



Title of Officer Joseph Tantillo Attorney-In-Fact

(L.S.)

Attest:



Title of Officer Witness

(L.S.)

(Corporate seal
of Surety)



(Acknowledgment by Contractor if a corporation)

STATE OF New York)

ss.:
COUNTY OF Suffolk)

On this 7th day of October, 2019, before me personally came Joseph M. Williams Jr., P.E. to me known, who, being by me duly sworn, did depose and say for himself, that he resides in Joseph M. Williams Jr., P.E. that he is the Sr. Vice President of the Pratt Brothers, Inc. 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.

Carol A. Miller
Notary Public
CAROL A. MILLER

Notary Public, State of New York
No. 5002326
Qualified in Suffolk County

Commission Expires Sept. 28, 2022

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

ss.:
COUNTY OF _____)

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

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

ss.:
COUNTY OF _____)

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

Notary Public



(Acknowledgment by Surety Company)

STATE OF New York)

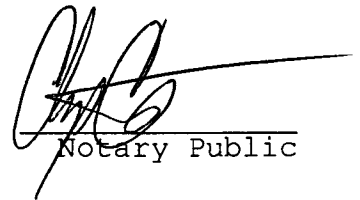
SS.:

COUNTY OF Suffolk)

On this 4th day of October, 2019, before me personally came Joseph Tantillo to me Known, who being by me duly sworn, did depose and say that he resides in [REDACTED]

that he is the Attorney-In-Fact of the Philadelphia Indemnity 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 Christopher P Catera further said that he is acquainted with Joseph Tantillo and knows him to be the Attorney-In-Fact of said company; that the signature of the said Joseph Tantillo subscribed to the within instrument is in the genuine handwriting of the said Joseph Tantillo and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Christopher P Catera.

Christopher P Catera
Notary Public, State of New York
No. 01CA6176842, Suffolk County
Commission Expires, Nov 5, 2019



Notary Public

Notary Public, State of New York
JAMES C. BAKER, Suffolk County
Commission Expires Nov. 1, 1991

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Joseph Tantillo and Christopher Catera of Coverage's Unlimited, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

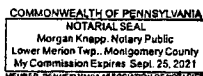
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4th day of October, 20 19.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus (in thousands, except par value and share amounts)

Admitted Assets

	As of December 31,	
	2018	2017
Bonds (fair value \$7,036,118 and \$6,911,411)	\$ 7,018,246	\$ 6,708,174
Preferred stocks (fair value \$46,324 and \$50,134)	46,213	48,537
Common stocks (cost \$14,897 and \$31,965)	14,853	33,817
Mortgage loans	473,067	400,590
Real estate	1,514	3,294
Other invested assets (cost \$211,099 and \$234,382)	219,251	240,475
Derivatives	157	-
Receivables for securities sold	1,109	399
Cash, cash equivalents and short-term investments	65,668	140,468
Cash and invested assets	7,840,078	7,575,754
Premiums receivable, agents' balances and other receivables	968,504	831,770
Reinsurance recoverable on paid losses	34,694	33,955
Accrued investment income	82,576	86,998
Receivable from affiliates	5,480	6,611
Federal income taxes receivable	-	4,869
Net deferred tax asset	121,266	113,125
Other assets	5,586	89
Total admitted assets	\$ 9,058,184	\$ 8,653,171

Liabilities and Capital and Surplus

Liabilities:

Net unpaid losses and loss adjustment expenses	\$ 4,581,608	\$ 4,263,696
Net unearned premiums	1,616,043	1,533,201
Reinsurance payable on paid loss and loss adjustment expenses	30,374	23,933
Ceded reinsurance premiums payable	89,591	80,592
Commissions payable, contingent commissions and other similar charges	234,551	225,361
Federal income taxes payable	3,141	-
Funds held	61,944	83,909
Accrued expenses and other liabilities	37,562	33,890
Payable to affiliates	13,148	10,761
Provision for reinsurance	-	1
Payable for purchased securities	20,741	81,458
Total liabilities	\$ 6,688,703	\$ 6,336,802

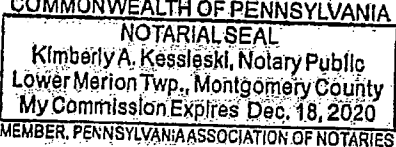
Capital:

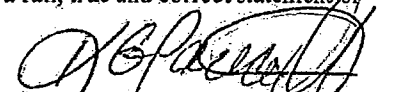
Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
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Surplus:

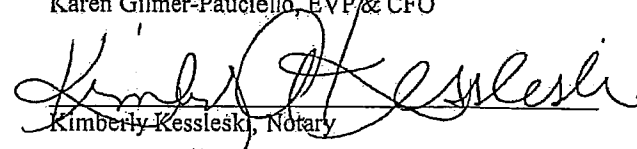
Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	1,978,910	1,925,798
Total surplus	2,364,981	2,311,869
Total capital and surplus	2,369,481	2,316,369
Total liabilities and capital and surplus	\$ 9,058,184	\$ 8,653,171

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest: 
Kimberly A. Kessleski, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Dec. 18, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES


Karen Gilmer-Pauciello, EVP & CFO

Sworn to before me this 21st day of May 2019.


Kimberly Kessleski, Notary



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

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bala Cynwyd, Pennsylvania

a corporation organized under the laws of the State of Pennsylvania and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$2,316,369,191 (Capital \$4,500,000) as is shown by its sworn financial statement for Year-End as of December 31, 2017, on file in this Department, prior to audit.

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



In Witness Whereof, I have here-
unto set my hand and affixed the
official seal of this Department
at the City of Albany, this
5th day of April, 2018

Maria T. Vullo
Superintendent

By *Jacqueline Catalfamo*

Jacqueline Catalfamo
Special Deputy Superintendent



PROPOSAL

To the County of Nassau
**2019 NASSAU COUNTY RESURFACING
REQUIREMENTS CONTRACT IN THE TOWNS OF
HEMPSTEAD, NORTH HEMPSTEAD & OYSTER BAY AND IN
THE CITIES OF GLEN COVE & LONG BEACH**

Contract No. H61587-03Q

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: Pratt Brothers, Inc.
(Individual, Firm or Corporation, as case may be)
Bidder's Address: 45 South Fourth Street, Bay Shore, NY 11706

Telephone: 631-667-6800 Date: October 7, 2019

FAX Tele: 631-289-6119 E-Mail: jwilliams@prattbrothers.com

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

Name of Partners

Residence of Partners

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

Organized under the laws of the State of: New York

Name of President: James J. Pratt, III

President's Domicile: [REDACTED]

Name of Vice Pres: Thomas Pratt

Vice Pres's Domicile: [REDACTED]

Corporate Officer: Joseph M. Williams, Jr., P.E. Title: Sr. Vice President

Corporate Officer's Domicile: [REDACTED]

Corporate Officer: Edward P. McCoy, Jr. Title: Vice President

Corporate Officer's Domicile: [REDACTED]

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.

Items with unit bid price written in words			Brought Forward	
Item Number	Estimate of Quantities		Unit Bid Price	Amount Bid
1X	50.00	Sq Yd FOR <u>FOUR DOLLARS NO CENTS</u> _____ _____ _____	4.000	200.00
		PER Sq Yd		
2-A	25.00	Cu Yd FOR <u>ONE HUNDRED TWENTY FIVE DOLLARS NO CENTS</u> _____ _____ _____	125.000	3,125.00
		PER Cu Yd		
2-B	100.00	Cu Yd FOR <u>ONE HUNDRED DOLLARS NO CENTS</u> _____ _____ _____	100.000	10,000.00
		PER Cu Yd		
2-C	200.00	Cu Yd FOR <u>SEVENTY FIVE DOLLARS NO CENTS</u> _____ _____ _____	75.000	15,000.00
		PER Cu Yd		
3-A	25.00	Cu Yd FOR <u>TWENTY DOLLARS NO CENTS</u> _____ _____ _____	20.000	500.00
		PER Cu Yd		
Carry Forward				



Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	Amount Bid
3-B	100.00	Cu Yd , Trench & Culvert Excavation (26-100 Cu Yd) FOR TWELVE DOLLARS NO CENTS	12.000	1,200.00
3-C	200.00	Cu Yd , Trench Culvert & Bridge Excavation 101 Cu Yd & Over FOR TEN DOLLARS NO CENTS	10.000	2,000.00
4A	25.00	Sq Yd , Cement Concrete Breaking Pavement FOR TEN DOLLARS NO CENTS	10.000	250.00
4B	25.00	Cu Yd , Cement Concrete Breaking Structures FOR ZERO DOLLARS ONE CENT	0.010	0.25
5B	20.00	Cu Yd , Borrow Fill FOR ZERO DOLLARS ONE CENT	0.010	0.20
Carry Forward				

CPIN	Page 3	Date	Cont H61587-03Q	Brought Forward
Item Number	Estimate of Quantities	Items with unit bid price written in words	Unit Bid Price	Amount Bid
5C	100.00	Cu Yd , Selected Fill FOR ZERO DOLLARS ONE CENT _____ _____ _____	0.010	1.00
6	50.00	CYM , Trucking FOR ZERO DOLLARS ONE CENT _____ _____ _____	0.010	0.50
7	100.00	Sq Yd , Preparing Fine Grade FOR FIVE DOLLARS NO CENTS _____ _____ _____	5.000	500.00
9	50.00	Cu Yd , Topsoil FOR FORTY DOLLARS NO CENTS _____ _____ _____	40.000	2,000.00
9R	50.00	Cu Yd , Topsoil Rehanded FOR TEN DOLLARS NO CENTS _____ _____ _____	10.000	500.00
		PER Cu Yd	Carry Forward	



Item Number	Estimate of Quantities	Items with unit bid price written in words			Brought Forward
10A	50.00	Sq Ft	, Temporary Sheeting		Unit Bid Price
			FOR <u>ZERO DOLLARS ONE CENT</u>		Amount Bid
			PER	Sq Ft	
10A-1	50.00	Sq Ft	, Excavation Protection System		
			FOR <u>ZERO DOLLARS ONE CENT</u>		0.010
					0.50
			PER	Sq Ft	
12A-4-12	10.00	Lin Ft	, 12" RCP Class IV		
			FOR <u>ZERO DOLLARS ONE CENT</u>		0.010
					0.10
			PER	Lin Ft	
12A-4-15	10.00	Lin Ft	, 15" RCP Class IV		
			FOR <u>ZERO DOLLARS ONE CENT</u>		0.010
					0.10
			PER	Lin Ft	
12A-4-18	10.00	Lin Ft	, 18" RCP Class IV		
			FOR <u>ZERO DOLLARS ONE CENT</u>		0.010
					0.10
			PER	Lin Ft	
Carry Forward					

Items with unit bid price written in words				Brought Forward	
Item Number	Estimate of Quantities			Unit Bid Price	Amount Bid
12B-12	2.00	Each	, 12" RCP End Section	0.010	0.02
		FOR	ZERO DOLLARS ONE CENT		
			PER Each		
12B-15	2.00	Each	, 15" RCP End Section	0.010	0.02
		FOR	ZERO DOLLARS ONE CENT		
			PER Each		
12B-18	2.00	Each	, 18" RCP End Sections	0.010	0.02
		FOR	ZERO DOLLARS ONE CENT		
			PER Each		
12DIP-12	10.00	Lin Ft	, 12" DIP	0.010	0.10
		FOR	ZERO DOLLARS ONE CENT		
			PER Lin Ft		
12DIP-14	10.00	Lin Ft	, 14" DIP	0.010	0.10
		FOR	ZERO DOLLARS ONE CENT		
			PER Lin Ft		
				Carry Forward	

Item Number	Estimate of Quantities	Items with unit bid price written in words		Brought Forward	Amount Bid
12DIP-16	10.00	Lin Ft	, 16" DIP	Unit Bid Price	
			FOR ZERO DOLLARS ONE CENT	0.010	0.10
			PER Lin Ft		
12H	100.00	Lin Ft	, Cleaning Existing Drainage System		
			FOR THIRTY DOLLARS NO CENTS	30.000	3,000.00
			PER Lin Ft		
13A	10.00	Cu Yd	, Catch Basins		
			FOR ONE THOUSAND SIX HUNDRED DOLLARS NO CENTS	1,600.000	16,000.00
			PER Cu Yd		
13B	10.00	Cu Yd	, Manholes		
			FOR ONE THOUSAND TWO HUNDRED DOLLARS NO CENTS	1,200.000	12,000.00
			PER Cu Yd		
13C	2.00	Each	, Area Drain		
			FOR ZERO DOLLARS ONE CENT	0.010	0.02
			PER Each		
				Carry Forward	



Items with unit bid price written in words			Brought Forward
Item Number	Estimate of Quantities		Unit Bid Price
14	10.00	Each FOR ZERO DOLLARS ONE CENT _____ _____ _____	0.010
		PER Each	0.10
15	1.00	Each FOR FOUR THOUSAND DOLLARS NO CENTS _____ _____ _____	4,000.000
		PER Each	4,000.00
15X	10.00	Each FOR FOUR THOUSAND DOLLARS NO CENTS _____ _____ _____	4,000.000
		PER Each	40,000.00
16A	5.00	Each FOR ZERO DOLLARS ONE CENT _____ _____ _____	0.010
		PER Each	0.05
16B	5.00	Each FOR ZERO DOLLARS ONE CENT _____ _____ _____	0.010
		PER Each	0.05
Carry Forward			

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
16C	5.00	Each , Altering Brick Manholes Slab Top with Ring Head FOR ZERO DOLLARS ONE CENT	0.010	0.05
16SS-1	10.00	Each , Change Elevation of SSMH Minor Adj FOR ZERO DOLLARS ONE CENT	0.010	0.10
16SS-2	10.00	Each , Chnage Elevation of SSMH Major Adjustment FOR ZERO DOLLARS ONE CENT	0.010	0.10
16SS-3	10.00	Each , Chnage Elevation of Drainage MH Minor Adjustment FOR ZERO DOLLARS ONE CENT	0.010	0.10
16SS-4	10.00	Each , Change Elevation of Drainage manholes Major Adjustment FOR ZERO DOLLARS ONE CENT	0.010	0.10
Carry Forward				

Items with unit bid price written in words			Brought Forward
Item Number	Estimate of Quantities		Unit Bid Price
16X	10.00	Each FOR ONE THOUSAND FIVE HUNDRED DOLLARS NO CENTS	1,500.000
		PER Each	15,000.00
17A-A	25.00	Cu Yd FOR ZERO DOLLARS ONE CENT	0.010
		PER Cu Yd	0.25
17A-B	50.00	Cu Yd FOR ZERO DOLLARS ONE CENT	0.010
		PER Cu Yd	0.50
17A-C	100.00	Cu Yd FOR ZERO DOLLARS ONE CENT	0.010
		PER Cu Yd	1.00
17A-D	200.00	Cu Yds FOR ZERO DOLLARS ONE CENT	0.010
		PER Cu Yds	2.00
Carry Forward			



Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
17D-A	25.00	Cu Yd , Class D Concrete (0-25Cu Yd) FOR ZERO DOLLARS ONE CENT _____ _____ _____	0.010	0.25
		PER Cu Yd		
17D-B	50.00	Cu Yds , Class D Concrete (26-50 Cu Yds) FOR ZERO DOLLARS ONE CENT _____ _____ _____	0.010	0.50
		PER Cu Yds		
17D-C	100.00	Cu Yd , Class D Concrete (51-100 Cu Yd) FOR ZERO DOLLARS ONE CENT _____ _____ _____	0.010	1.00
		PER Cu Yd		
17D-D	200.00	Cu Yd , Class D Concrete 101 Cu Yd & Over FOR ZERO DOLLARS ONE CENT _____ _____ _____	0.010	2.00
		PER Cu Yd		
17F-A	25.00	Cu Yd , Class F High Early Concrete (0-25 Cu Yd) FOR ZERO DOLLARS ONE CENT _____ _____ _____	0.010	0.25
		PER Cu Yd		
			Carry Forward	



Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
17F-B	50.00	Cu Yd Class F High Early (26-50Cu Yd) FOR ZERO DOLLARS ONE CENT	0.010	0.50
17F-C	100.00	Cu Yd Class F High Early Concrete (51-100 Cu Yd) FOR ZERO DOLLARS ONE CENT	0.010	1.00
17F-D	200.00	Cu Yd Class F High Early Concrete 101 Cu yd & over FOR ZERO DOLLARS ONE CENT	0.010	2.00
17PPC	25.00	Cu Yd Pervious Portland Cement Concrete FOR ZERO DOLLARS ONE CENT	0.010	0.25
22C-A	25.00	Ton Base Asphair (0-25 Ton) FOR TWO HUNDRED DOLLARS NO CENTS	200.000	5,000.00
			Carry Forward	



Items with unit bid price written in words			Brought Forward	
Item Number	Estimate of Quantities		Unit Bid Price	Amount Bid
22C-B	50.00	Ton FOR ONE HUNDRED SEVENTY FIVE DOLLARS NO CENTS	175.000	8,750.00
		PER Ton		
22C-C	100.00	Tons FOR ONE HUNDRED FIFTY DOLLARS NO CENTS	150.000	15,000.00
		PER Tons		
22C-D	500.00	Tons FOR ONE HUNDRED TWENTY FIVE DOLLARS NO CENTS	125.000	62,500.00
		PER Tons		
24	10.00	Cu Yd FOR ZERO DOLLARS ONE CENT	0.010	0.10
		PER Cu Yd		
24V	10.00	Cu Yd FOR SEVEN HUNDRED FIFTY DOLLARS NO CENTS	750.000	7,500.00
		PER Cu Yd		
Carry Forward				

CPIN	Page 13	Date	Cont H61587-03Q	Brought Forward
Item Number	Estimate of Quantities	Items with unit bid price written in words	Unit Bid Price	Amount Bid
26	100.00	Lin Ft , Concrete Curb FOR <u>FORTY DOLLARS NO CENTS</u> _____ _____ _____ PER Lin Ft	40.000	4,000.00
26CG	100.00	Lin Ft , Combination Curb & Gutter FOR <u>ZERO DOLLARS ONE CENT</u> _____ _____ _____ PER Lin Ft	0.010	1.00
26CW	50.00	Lin Ft , Concrete Curb Wall FOR <u>ZERO DOLLARS ONE CENT</u> _____ _____ _____ PER Lin Ft	0.010	0.50
26F	50.00	Lin Ft , Concrete Curb Flush FOR <u>ZERO DOLLARS ONE CENT</u> _____ _____ _____ PER Lin Ft	0.010	0.50
26PL	50.00	Lin Ft , Parking Lot Curb FOR <u>ZERO DOLLARS ONE CENT</u> _____ _____ _____ PER Lin Ft	0.010	0.50
			Carry Forward	



Items with unit bid price written in words			Brought Forward
Item Number	Estimate of Quantities		Unit Bid Price
26S	100.00	Lin Ft , Concrete Curb Special FOR FORTY DOLLARS NO CENTS _____ _____ _____	40.000
		PER Lin Ft	4,000.00
26SP-C	50.00	Lin Ft , Concrete Curb Type C FOR FORTY DOLLARS NO CENTS _____ _____ _____	40.000
		PER Lin Ft	2,000.00
27	500.00	Sq Ft , Concrete Sidewalk FOR TWELVE DOLLARS NO CENTS _____ _____ _____	12.000
		PER Sq Ft	6,000.00
27DW	100.00	Sq Ft , Detectable Warning Surface FOR FORTY FIVE DOLLARS NO CENTS _____ _____ _____	45.000
		PER Sq Ft	4,500.00
27M	100.00	Lin Ft , Concrete Mow Strip 16" Wide FOR ZERO DOLLARS ONE CENT _____ _____ _____	0.010
		PER Lin Ft	1.00
			Carry Forward

Items with unit bid price written in words			Brought Forward	
Item Number	Estimate of Quantities		Unit Bid Price	Amount Bid
32A	10.00	Each , Longitudinal Joint Ties Pavement FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	0.10
32B	10.00	Each , Longitudinal Joint Ties Curb FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	0.10
32X	10.00	Each , Joint Ties Grout Type FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	0.10
32X-1	100.00	Each , Load Transfer Device for Conc Pvmnt Repairs FOR <u>FIFTY DOLLARS NO CENTS</u>	50.000	5,000.00
33	250.00	Lb , Bar Reinforcement for Structures FOR <u>TEN DOLLARS NO CENTS</u>	10.000	2,500.00
Carry Forward				



Items with unit bid price written in words			Brought Forward	
Item Number	Estimate of Quantities		Unit Bid Price	Amount Bid
33X	100.00	Lb , Epoxy Coated Rebar for Structures FOR FIFTEEN DOLLARS NO CENTS	15.000	1,500.00
34	1,000.00	Lb , Misc Metals FOR TWO DOLLARS NO CENTS	2.000	2,000.00
35	100.00	Lin Ft , Resting Guide Tailing FOR THIRTY DOLLARS NO CENTS	30.000	3,000.00
35T	100.00	Lin Ft , Timber Guide Rail FOR ZERO DOLLARS ONE CENT	0.010	1.00
36C	100.00	Ton , Asphalt Truing & Leveling Type 1A FOR ONE HUNDRED TWENTY FIVE DOLLARS NO CENTS	125.000	12,500.00
			Carry Forward	



Items with unit bid price written in words			Brought Forward
Item Number	Estimate of Quantities		Unit Bid Price
36CX	100.00	Ton FOR ZERO DOLLARS ONE CENT _____ _____ _____	0.010
36D	100.00	Ton FOR ONE HUNDRED TWENTY FIVE DOLLARS NO CENTS _____ _____ _____	125.000
36DRAR-S-A	25.00	Tons FOR TWO HUNDRED TWENTY FIVE DOLLARS NO CENTS _____ _____ _____	225.000
36DRAR-S-B	50.00	Tons FOR TWO HUNDRED DOLLARS NO CENTS _____ _____ _____	200.000
36DRAR-S-C	100.00	Tons FOR ONE HUNDRED SEVENTY FIVE DOLLARS NO CENTS _____ _____ _____	175.000
Carry Forward			



Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
36DRAR-S-D	500.00	Tons , Rut Avoidance Asphalt Concrete Type 1A Top RA Resurfacing Special (1" FOR ONE HUNDRED SEVENTY FIVE DOLLARS NO CENTS	175.000	87,500.00
36HMA	100.00	Ton , 9.5 F1 top Course 70 Series Compaction FOR ONE HUNDRED TWENTY FIVE DOLLARS NO CENTS	125.000	12,500.00
36PAP	100.00	Sq Yd , Pervious Asphalt Pavement FOR TEN DOLLARS NO CENTS	10.000	1,000.00
36T	25.00	Ton , Temporary Pavement FOR ONE HUNDRED DOLLARS NO CENTS	100.000	2,500.00
42-1	100.00	Lin. Feet , Concrete Median Barrier FOR FIFTY DOLLARS NO CENTS	50.000	5,000.00
Carry Forward				



Items with unit bid price written in words			Brought Forward
Item Number	Estimate of Quantities		Unit Bid Price
42-2	2.00	Each , Concrete Median Barrier End Sections FOR <u>ZERO DOLLARS ONE CENT</u> _____ _____ _____	0.010
		PER Each	0.02
42-3	100.00	Lin. Feet , Half Section Concrete Median Barrier FOR <u>SIXTY TWO DOLLARS FIFTY CENTS</u> _____ _____ _____	62.500
		PER Lin. Feet	6,250.00
42-4	2.00	Each , Half Section Concrete Median Barrier End Sections FOR <u>ZERO DOLLARS ONE CENT</u> _____ _____ _____	0.010
		PER Each	0.02
58A	100.00	Lin Ft , Sawcutting Existing Non Roadway Asphalt FOR <u>FIVE DOLLARS NO CENTS</u> _____ _____ _____	5.000
		PER Lin Ft	500.00
58RPC	100.00	Lin Ft , Sawcutting Existing Roadway Pavement & Concrete FOR <u>TWENTY DOLLARS NO CENTS</u> _____ _____ _____	20.000
		PER Lin Ft	2,000.00
			Carry Forward



CPIN	Page 21	Date	Cont H61587-03Q	Brought Forward
Item Number	Estimate of Quantities	Items with unit bid price written in words	Unit Bid Price	Amount Bid
64	100.00	Lin Ft Reset Existing Fence FOR ZERO DOLLARS ONE CENT	0.010	1.00
102D	50.00	Day Flashing Arrow Board FOR FIFTY DOLLARS NO CENTS	50.000	2,500.00
102PVMS	100.00	Day Portable Variable Message Sign FOR SEVENTY FIVE DOLLARS NO CENTS	75.000	7,500.00
102X	50.00	Day Work Zone Traffic Control Day FOR EIGHT HUNDRED DOLLARS NO CENTS	800.000	40,000.00
102Y	25.00	Night Work Zone Traffic Control Night FOR ONE THOUSAND TWO HUNDRED DOLLARS NO CENTS	1,200.000	30,000.00
		PER Night	Carry Forward	



Item Number	Estimate of Quantities	Items with unit bid price written in words		Brought Forward	Amount Bid
				Unit Bid Price	
107	100.00	Lin Ft	, Cleaning Filling & Sealing Existing Joints and Cracks in Asphalt Pavement		
			FOR FIVE DOLLARS NO CENTS	5.000	500.00
		PER	Lin Ft		
110	1.00	Cu Ft	, Masonry Pipe Plugs		
			FOR ZERO DOLLARS ONE CENT	0.010	0.01
		PER	Cu Ft		
111	100.00	Sq Yd	, Removal & Replacement of Pavement		
			FOR ONE HUNDRED DOLLARS NO CENTS	100.000	10,000.00
		PER	Sq Yd		
111P	10.00	Sq Yd	, Removal & Replacement of Asphalt Covered Pathways		
			FOR ONE HUNDRED DOLLARS NO CENTS	100.000	1,000.00
		PER	Sq Yd		
112	10.00	Each	, Adjusting Manholes		
			FOR TWO HUNDRED DOLLARS NO CENTS	200.000	2,000.00
		PER	Each		
				Carry Forward	

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	Amount Bid
113	10.00	Each , Adjustment of Surface Inlets FOR TWO HUNDRED FIFTY DOLLARS NO CENTS	250.000	2,500.00
114	10.00	Each , Adjustment of Water Valve Box Elevation FOR TWO HUNDRED DOLLARS NO CENTS	200.000	2,000.00
115	100.00	LIn Ft , Butt Joints FOR TWENTY DOLLARS NO CENTS	20.000	2,000.00
116A	100.00	Sq Yd , Profiling & Removal of Asphalt Pavement Paving by Contractor will Follow FOR SIXTEEN DOLLARS NO CENTS	16.000	1,600.00
116AM	100.00	Sq Yd , Profiling & Removal of Asphalt Paving by others will Follow FOR SIXTEEN DOLLARS NO CENTS	16.000	1,600.00
Carry Forward				

CPIN	Page 24	Cont H61587-03Q	Brought Forward
Item Number	Estimate of Quantities	Items with unit bid price written in words	Unit Bid Price
116C	100.00	Sq Yd FOR T <u>EN DOLLARS NO CENTS</u>	10.000 1,000.00
117T-6	100.00	Lin Ft FOR Z <u>ERO DOLLARS ONE CENT</u>	0.010 1.00
121	100.00	Cu Yd FOR S <u>IXTY DOLLARS NO CENTS</u>	60.000 6,000.00
122	10.00	Each FOR F <u>IVE HUNDRED DOLLARS NO CENTS</u>	500.000 5,000.00
125	100.00	Oz FOR T <u>WO DOLLARS NO CENTS</u>	2.000 200.00
			Carry Forward

Items with unit bid price written in words			Brought Forward	
Item Number	Estimate of Quantities		Unit Bid Price	Amount Bid
126A	50.00	Lin Ft , New Stone Block Curb FOR TWENTY DOLLARS NO CENTS	20.000	1,000.00
		PER Lin Ft		
126B	50.00	Lin Ft , Reset Existing Stone Block Curb FOR TEN DOLLARS NO CENTS	10.000	500.00
		PER Lin Ft		
129	50.00	Cu Yds , Cement Concrete pavement Repairs FOR ONE THOUSAND FIVE HUNDRED DOLLARS NO CENTS	1,500.000	75,000.00
		PER Cu Yds		
132	50.00	Each , Plowable Raised ReflectORIZED Pavement Markers FOR SEVENTY FIVE DOLLARS NO CENTS	75.000	3,750.00
		PER Each		
133A	10.00	Lin Ft , Cleaning & Resealing of Longitudinal Joints in PCC Pavement FOR TEN DOLLARS NO CENTS	10.000	100.00
		PER Lin Ft		
Carry Forward				



Items with unit bid price written in words			Brought Forward	
Item Number	Estimate of Quantities		Unit Bid Price	Amount Bid
133B	10.00	Lin Ft , Sealing of Transverse Joints in Cement Concrete Pavement FOR TEN DOLLARS NO CENTS _____ _____ _____	10.000	100.00
134	10.00	Lin Ft , Sawing & Sealing Bituminous Concrete Overlays FOR TEN DOLLARS NO CENTS _____ _____ _____	10.000	100.00
136S	10.00	Day , Survey FOR THREE THOUSAND FIVE HUNDRED DOLLARS NO CENTS _____ _____ _____	3,500.000	35,000.00
137	100.00	Lin Ft , Remove Existing Traffic Markings FOR THREE DOLLARS NO CENTS _____ _____ _____	3.000	300.00
138	100.00	Sq Yd , Asphalt Joint Repair FOR FORTY DOLLARS NO CENTS _____ _____ _____	40.000	4,000.00
			Carry Forward	



Items with unit bid price written in words			Brought Forward	
Item Number	Estimate of Quantities		Unit Bid Price	Amount Bid
139	50.00	Sq Yd FOR TEN DOLLARS NO CENTS _____ _____ _____	10.000	500.00
140	100.00	Lin Ft FOR THREE DOLLARS NO CENTS _____ _____ _____	3.000	300.00
141	100.00	Lin Ft FOR TEN DOLLARS NO CENTS _____ _____ _____	10.000	1,000.00
141A	100.00	Lin Ft FOR ONE DOLLAR NO CENTS _____ _____ _____	1.000	100.00
141B	25.00	Each FOR SEVENTY FIVE DOLLARS NO CENTS _____ _____ _____	75.000	1,875.00
Carry Forward				



Items with unit bid price written in words			Brought Forward	
Item Number	Estimate of Quantities		Unit Bid Price	Amount Bid
141C	25.00	Each , Silt Protection for Curb Inlet Drainage Structures FOR SEVENTY FIVE DOLLARS NO CENTS	75.000	1,875.00
150	100.00	Lin Ft , Box Beam Guide Railing FOR SEVENTY FIVE DOLLARS NO CENTS	75.000	7,500.00
151	100.00	Lin Ft , Box Beam Median Barrier FOR SEVENTY FIVE DOLLARS NO CENTS	75.000	7,500.00
152	10.00	Each , Box Beam Guide rail End Assembly FOR ZERO DOLLARS ONE CENT	0.010	0.10
153	10.00	Each , Box Beam Median Barrier End Assembly Type A or B FOR ZERO DOLLARS ONE CENT	0.010	0.10
Carry Forward				



Item Number	Estimate of Quantities	Items with unit bid price written in words			Brought Forward
		Sq Yd	Unit Bid Price	Amount Bid	
175	100.00	Stabilized Mixed in Place Recycled Base Course FOR TEN DOLLARS NO CENTS	10.000	1,000.00	
175AE	10.00	Gallon , Asphalt Emulsion FOR TWENTY DOLLARS NO CENTS	20.000	200.00	
176	100.00	Sq Yd , Milled in Place Recycled Base Course FOR EIGHT DOLLARS NO CENTS	8.000	800.00	
178W	100.00	Lin Ft , Pavement Markings Painting & Striping White FOR THREE DOLLARS NO CENTS	3.000	300.00	
178Y	100.00	Lin Ft , Pavement Marking Painting & Striping Yellow FOR THREE DOLLARS NO CENTS	3.000	300.00	
Carry Forward					

CPIN	Page 30	Date	Cont H61587-03Q	Brought Forward
Item Number	Estimate of Quantities	Items with unit bid price written in words	Unit Bid Price	Amount Bid
179A	10.00	Lin Ft , Steel Edging FOR <u>ZERO DOLLARS ONE CENT</u> _____ _____ _____ PER Lin Ft	0.010	0.10
179B	10.00	Lin Ft , Reset Existing Steel Edging FOR <u>ZERO DOLLARS ONE CENT</u> _____ _____ _____ PER Lin Ft	0.010	0.10
185A	10.00	Lin Ft , Relocate Residential Sprinkler System FOR <u>ZERO DOLLARS ONE CENT</u> _____ _____ _____ PER Lin Ft	0.010	0.10
200	50.00	Lin Ft , Heavy Post Plastic & Synthetic Blocked Out Galvanized Corrugated Steel I FOR <u>SEVENTY DOLLARS NO CENTS</u> _____ _____ _____ PER Lin Ft	70.000	3,500.00
202	5.00	Each , Anchorage Units for Heavy Post Blocked Out Corrugated Beam Guide Ra FOR <u>ZERO DOLLARS ONE CENT</u> _____ _____ _____ PER Each	0.010	0.05
			Carry Forward	



Item Number	Estimate of Quantities	Items with unit bid price written in words		Brought Forward	
				Unit Bid Price	Amount Bid
203	5.00	Each	, Anchorage Units for Heavy Post Blocked Out Corrugated Beam Guide Rail		
		FOR	ZERO DOLLARS ONE CENT	0.010	0.05
			PER Each		
216	100.00	Lin Ft	, Removal of Existing Guide Rail		
		FOR	TWENTY DOLLARS NO CENTS	20.000	2,000.00
			PER Lin Ft		
363	50.00	Sq Yd	, Grass Seeding		
		FOR	TEN DOLLARS NO CENTS	10.000	500.00
			PER Sq Yd		
365	100.00	Sq Ft	, Sodding		
		FOR	THIRTY DOLLARS NO CENTS	30.000	3,000.00
			PER Sq Ft		
367	100.00	Acre	, Hydro Seeding		
		FOR	ZERO DOLLARS ONE CENT	0.010	1.00
			PER Acre		
				Carry Forward	

Items with unit bid price written in words			Brought Forward	
Item Number	Estimate of Quantities		Unit Bid Price	Amount Bid
368	100.00	Sq Yd FOR TWENTY FIVE DOLLARS NO CENTS	25.000	2,500.00
		PER Sq Yd		
372A	5.00	Each FOR ZERO DOLLARS ONE CENT	0.010	0.05
		PER Each		
372B	5.00	Each FOR ZERO DOLLARS ONE CENT	0.010	0.05
		PER Each		
372C	5.00	Each FOR ZERO DOLLARS ONE CENT	0.010	0.05
		PER Each		
372D	5.00	Each FOR ZERO DOLLARS ONE CENT	0.010	0.05
		PER Each		
Carry Forward				



Item Number	Estimate of Quantities	Items with unit bid price written in words		Unit Bid Price	Amount Bid
372E	5.00	Each	, Tree Removal E (36" - < 48" Caliper)	0.010	0.05
		FOR	<u>ZERO DOLLARS ONE CENT</u>		
373A	5.00	Each	, Stump Removal 4" - < 6" Caliper	0.010	0.05
		FOR	<u>ZERO DOLLARS ONE CENT</u>		
373B	5.00	Each	, Stump Removal B 6" - < 12" caliper	0.010	0.05
		FOR	<u>ZERO DOLLARS ONE CENT</u>		
373C	5.00	Each	, Stump removal C 12" - < 24" caliper	0.010	0.05
		FOR	<u>ZERO DOLLARS ONE CENT</u>		
373D	5.00	Each	, Stump Removal D 24" - < 36" Caliper	0.010	0.05
		FOR	<u>ZERO DOLLARS ONE CENT</u>		
				Carry Forward	



Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	Amount Bid
373E	5.00	Each , Stump Removal E 36" - < 48" Caliper FOR ZERO DOLLARS ONE CENT	0.010	0.05
374A	5.00	Each , Stump Grinding 4" - < 6" Caliper FOR ZERO DOLLARS ONE CENT	0.010	0.05
374B	5.00	Each , Stump Grinding B 6" - < 12" caliper FOR ZERO DOLLARS ONE CENT	0.010	0.05
374C	5.00	Each , Stump Grinding C 12" - < 24" Caliper FOR ZERO DOLLARS ONE CENT	0.010	0.05
374D	2.00	Each , Stump Grinding D 24" - < 36" Caliper FOR ZERO DOLLARS ONE CENT	0.010	0.02
Carry Forward				



Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
374E	2.00	Each , Stump Grinding E 36" - < 48" Caliper FOR ZERO DOLLARS ONE CENT	0.010	0.02
378	100.00	Lin Ft , Mechanical Barrier Root Control System 24" deep FOR ZERO DOLLARS ONE CENT	0.010	1.00
419S-075	10.00	Lin Ft , Furnish & Install 3/4 " Diameter Steel Conduit FOR TWENTY DOLLARS NO CENTS	20.000	200.00
420-1	2.00	Eack , Furnish & Install Standard Pullbox FOR ONE THOUSAND DOLLARS NO CENTS	1,000.000	2,000.00
420R	2.00	Each , Regrade & Pullbox Frame & Cover FOR THREE HUNDRED DOLLARS NO CENTS	300.000	600.00
			Carry Forward	

Items with unit bid price written in words			Brought Forward		
Item Number	Estimate of Quantities		Unit Bid Price	Amount Bid	
422L	300.00	Lin Ft FURNISH & INSTALL LOOP WIRE FOR FOUR DOLLARS NO CENTS	4.000	1,200.00	
		PER Lin Ft			
422LS	100.00	Lin Ft FURNISH & INSTALL LOOP SAW CUT FOR THIRTY DOLLARS NO CENTS	30.000	3,000.00	
		PER Lin Ft			
424-21	2.00	Each REMOVE SINGLE LANE MAGNETIC DETECTOR FOR ZERO DOLLARS ONE CENT	0.010	0.02	
		PER Each			
424-22	2.00	Each REMOVE SINGLE LANE MAGNETIC HOUSING FOR ZERO DOLLARS ONE CENT	0.010	0.02	
		PER Each			
424-25	2.00	Each REMOVE ULLBOX FOR ZERO DOLLARS ONE CENT	0.010	0.02	
		PER Each			
Carry Forward					

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
424-26	2.00	Each , Remove MultiLane Magnetic Vehicle Detector FOR ZERO DOLLARS ONE CENT	0.010	0.02
450	2.00	Each , Furnish & Install Post Mounted Sign FOR THREE HUNDRED DOLLARS NO CENTS	300.000	600.00
451	2.00	each , Furnish & Install Post Mounted Handicap Parking Sign FOR FIVE HUNDRED DOLLARS NO CENTS	500.000	1,000.00
502	100.00	Sq Ft , Highway Sealing & Surface Coating Latex FOR TWO DOLLARS NO CENTS	2.000	200.00
515	50.00	Lin Ft , Sawcutting Grooves in Existing Asphalt or Concrete Pavement FOR FIVE DOLLARS NO CENTS	5.000	250.00
Carry Forward				



Item Number	Estimate of Quantities	Items with unit bid price written in words			Brought Forward	
					Unit Bid Price	Amount Bid
522	5.00	Each	Triangular Guide Rail Delineator		100.000	500.00
		FOR	ONE HUNDRED DOLLARS NO CENTS			
				PER		
				Each		
540	4.00	Each	Steel Bollards		500.000	2,000.00
		FOR	FIVE HUNDRED DOLLARS NO CENTS			
				PER		
				Each		
685.07200110	1,000.00	Lin. Feet	White Epoxy ReflectORIZED Pavement Stripes - 20 Mils (Wet Night Visibility)		5.000	5,000.00
		FOR	FIVE DOLLARS NO CENTS			
				PER		
				Lin. Feet		
685.07200210	25.00	Each	White Epoxy ReflectORIZED Pavement Letters - 20 Mils (Wet Night Visibility)		150.000	3,750.00
		FOR	ONE HUNDRED FIFTY DOLLARS NO CENTS			
				PER		
				Each		
685.07200310	25.00	Each	White Epoxy ReflectORIZED Pavement Symbols - 20 Mils (Wet Night Visibility)		200.000	5,000.00
		FOR	TWO HUNDRED DOLLARS NO CENTS			
				PER		
				Each		
Carry Forward						



Item Number	Estimate of Quantities	Items with unit bid price written in words			Brought Forward
685.07200410	500.00	Lin. Feet	White Epoxy ReflectORIZED Pavement Stripes (Cross Hatching) - 20 Mils (Unit Bid Price	Amount Bid
		FOR <u>EIGHT DOLLARS NO CENTS</u>		8.000	4,000.00
			PER Lin. Feet		
685.07200510	500.00	Lin. Feet	White Epoxy ReflectORIZED Pavement Stripes (Special Markings) - 20 Mils		
		FOR <u>EIGHT DOLLARS NO CENTS</u>		8.000	4,000.00
			PER Lin. Feet		
685.07200610	1,000.00	Lin. Feet	Yellow Epoxy ReflectORIZED Pavement Stripes - 20 Mils (Wet Night Visibili		
		FOR <u>FIVE DOLLARS NO CENTS</u>		5.000	5,000.00
			PER Lin. Feet		
685.07200710	500.00	Lin. Feet	Yellow Epoxy ReflectORIZED Pavement Stripes (Cross Hatching) - 20 Mils (
		FOR <u>EIGHT DOLLARS NO CENTS</u>		8.000	4,000.00
			PER Lin. Feet		
685.07200810	10.00	Each	White Epoxy ReflectORIZED Pavement Yield Line Symbols - 20 Mils (Wet N		
		FOR <u>TWO HUNDRED DOLLARS NO CENTS</u>		200.000	2,000.00
			PER Each		
			Carry Forward		

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	Amount Bid
685.07200910	10.00	Each , White Epoxy ReflectORIZED Pavement Yield Line Symbols - Large - 20 Mils FOR TWO HUNDRED FIFTY DOLLARS NO CENTS	250.000	2,500.00
744	1.00	LS , Force Account Work FOR ONE HUNDRED THOUSAND DOLLARS NO CENTS	100,000.000	100,000.00
762	100.00	LB , Integral Color Pigment for Cement Concrete FOR ZERO DOLLARS ONE CENT	0.010	1.00
763	100.00	Sq Ft , Imprinting on Cement Concrete Pavement or Sidewalks FOR ZERO DOLLARS ONE CENT	0.010	1.00
764	100.00	Sq Ft , Colored & Imprinted Asphalt FOR ZERO DOLLARS ONE CENT	0.010	1.00
Carry Forward				



Items with unit bid price written in words			Brought Forward
Item Number	Estimate of Quantities		Unit Bid Price
765	2.00	Each , Furnish & Install Concrete Parking Bumper FOR <u>ZERO DOLLARS ONE CENT</u>	0.010
769A	2.00	Each , Type A Catch Basin Insert Filter Type Combination Inlet FOR <u>ZERO DOLLARS ONE CENT</u>	0.010
769B	2.00	Each , Type B Catch Basin Insert Filter type Curb Inlet Only FOR <u>ZERO DOLLARS ONE CENT</u>	0.010
770A	2.00	Each , Type A Catch Basin Insert Sediment Control type Combination Inlet FOR <u>ZERO DOLLARS ONE CENT</u>	0.010
770B	2.00	Each , Type B Catch Basin Insert Sediment Control Type Curb Inlet Only FOR <u>ZERO DOLLARS ONE CENT</u>	0.010
Carry Forward			0.02



Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
771A	2.00	Each , Type A Catch Basin Insert Sediment Control Type with Pathogen Filtrator FOR <u>ZERO DOLLARS ONE CENT</u> _____ _____ _____ PER Each	0.010	0.02
771B	2.00	Each , Type B Catch Basin Insert Sediment Control Type with Pathogen Filtrator FOR <u>ZERO DOLLARS ONE CENT</u> _____ _____ _____ PER Each	0.010	0.02
		PLEASE BE SURE A BID IS ENTERED FOR EACH ITEM EXCEPT AS DIRECTED FOR OPTIONAL ITEMS TOTAL OR GROSS SUM WRITTEN IN WORDS EIGHT HUNDRED FIFTY SIX THOUSAND SIX HUNDRED THIRTY ONE DOLLARS <u>TWENTY FOUR CENTS</u>	\$	<u>\$856,631.24</u>



LAURA CURRAN
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.
COMMISSIONER

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

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: Pratt Brothers, Inc.
Contract Title: Nassau County Resurfacing Requirements Contract in Town of Hempstead, N. Hempstead, Oyster Bay & Cities of Long Beach & Glen Cove
Contract Number: H61587-03Q

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

October 7, 2019

Date

Joseph M. Williams, Jr., P.E., Sr. Vice President

Print Name

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

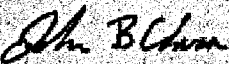

LAURA CURRAN
NASSAU COUNTY EXECUTIVE

NASSAU COUNTY



Vendor Code of Ethics



POLICY/PROCEDURE TITLE: Nassau County Vendor Code of Ethics	DATE ISSUED: June 5 th , 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

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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,



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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



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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



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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



Vendor Code of Ethics

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



Vendor Code of Ethics

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.



Vendor Code of Ethics

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.



Vendor Code of Ethics

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.



Vendor Code of Ethics

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.



Vendor Code of Ethics

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



Vendor Code of Ethics

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

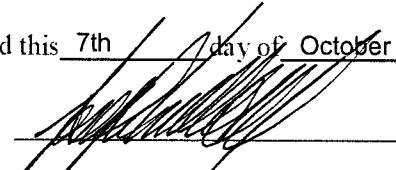
CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: H61587-03Q

Project Description: Nassau County Resurfacing Requirements Contract in Town of Hempstead, N. Hempstead, Oyster Bay & Cities of Long Beach & Glen Cove

The prospective lower tier participant _____ (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to Pratt Brothers, Inc. [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 7th day of October, 2019.

By  Signature of Authorized Official
Joseph M. Williams, Jr., P.E., Sr. Vice President Name and Title of Authorized Official



Vendor Code of Ethics

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: Pratt Brothers, Inc.

Bid/Proposal No.: H61587-03Q

I, Joseph M. Williams, Jr., P.E., acknowledge that I have received and read the Nassau County Vendor Code of Ethics on October 7, 2019 and that I understand it and will comply with this Code in my participation in procurements between Pratt Brothers, Inc. (Vendor name) and Nassau County.

Executed this 7th day of October, 2019.

By [Signature] Signature of Employee

Joseph M. Williams, Jr., P.E., Sr. Vice President Name and Title of Employee

NO TEXT ON THIS PAGE



NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. _____

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

Contractor's Name and Address		Project Description (Project Title, Facility Name and Address):		Bid Date:	Total Contract Amt:
Federal ID No.:					
Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):					
<input type="checkbox"/> Plumbing and Gas Fitting					
<input type="checkbox"/> Steam Heating, Hot Water Heating, Ventilating and AC Apparatus					
<input type="checkbox"/> 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 <input type="checkbox"/> skip to bottom of form, and sign it as required.					
		Check (✓) only one...		General Description of Work	Subcontractor's Contract Amt.
		Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	
Subcontractor's Name, Address and Federal ID No.					
Federal ID No.					
Federal ID No.					
Federal ID No.					
This form must be filled out completely and legibly, signed by a company authorized representative and included in a separate, sealed envelope within the bid envelope. Use and additional page if needed.					
Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.					
Company Authorized Signature: _____					Date: _____

NO TEXT ON THIS PAGE

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

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

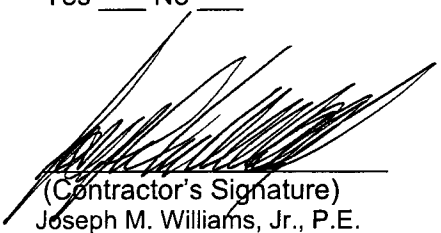
(1) have business operations in Northern Ireland,

Yes ___ No X

if yes:

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

Yes ___ No ___


(Contractor's Signature)
Joseph M. Williams, Jr., P.E.
Sr. Vice President

Pratt Brothers, Inc.

(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.

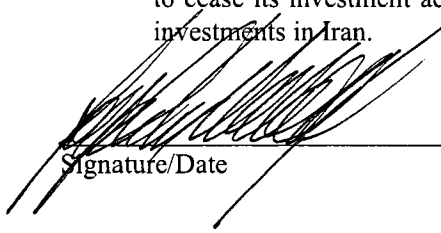
For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain 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:

X

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

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


Signature/Date

10/7/19

Joseph M. Williams, Jr., P.E.
Sr. Vice President

Print Name and Position

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

Pratt Brothers, Inc.

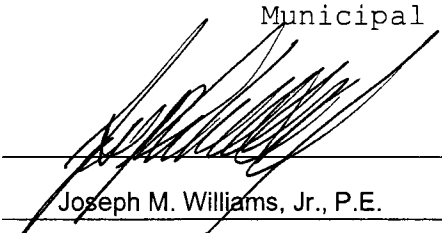
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number _____

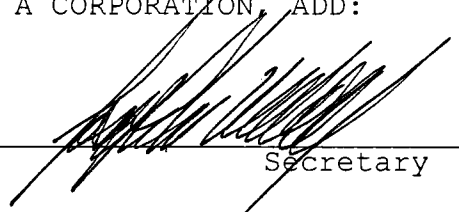
Firm or Corporation's Federal ID Number [REDACTED] _____

Firm or Corporation's Municipal License ID Number _____

Municipal Licensing Agency _____

By:  Date: October 7, 2019
(Print) Joseph M. Williams, Jr., P.E. Title: Sr. Vice President

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST: 
Secretary

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

QUALIFICATION STATEMENT

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

1. How many years has your firm been in the business under your present business name? 17 years
2. How many years experience in the construction work of a similar type as this contract has your firm had;

a. as a Prime Contractor 17 years

b. as a Subcontractor 17 years

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

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

SEE ATTACHED QUALIFICATION STATEMENT

(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 QUALIFICATION STATEMENT

(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

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?

Manufacturer of asphalt aggregate and asphalt pavement materials.

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
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SEE ATTACHED QUALIFICATION STATEMENT

(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 QUALIFICATION STATEMENT

(use additional blank sheets if additional space is necessary)

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

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

N/A

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

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

Complete plan takeoff of all quantities and materials and site inspection.

(use additional blank sheets if additional space is necessary)

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

As per plans and specifications

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.

James J. Pratt, III

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
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SEE ATTACHED QUALIFICATION STATEMENT

NO TEXT ON THIS PAGE

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)

Joseph M. Williams, Jr., P.E. Being duly sworn, deposes and says:
That he resides at [REDACTED] Street,
in the City of [REDACTED] that he is the Sr. Vice President of
Pratt Brothers, Inc.
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 7th day of October, 2019.


Notary

CAROL A. MILLER
Notary Public, State of New York
No. 5002326
Qualified in Suffolk County
Commission Expires Sept. 28, 2022

(Form of Affidavit where Bidder is a firm)

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

_____ Being duly sworn, deposes and says:
That he is a member of
the firm described in and which executed the foregoing bid; that he
duly subscribed the name of the firm hereunto on behalf of the firm;
and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this _____ day of _____, 20____.

Notary

(Form of Affidavit where Bidder is an individual)

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

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

Notary

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PRATT BROTHERS, INC.
45 SOUTH FOURTH STREET
BAY SHORE, NY 11706
(631) 667-6800

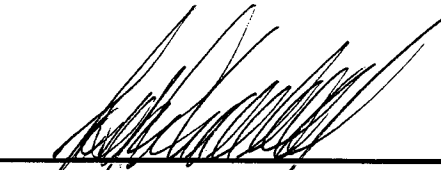
QUALIFICATION STATEMENT

PRATT BROTHERS, INC.

AS OF

DECEMBER 31, 2018

PRATT BROTHERS, INC.



JOSEPH M. WILLIAMS, JR., P.E., SR. VICE PRESIDENT



QUALIFICATION STATEMENT

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

17

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 17
b) as a Subcontractor 17

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

Please See Enclosure 1

4. List the projects 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
--------------------	------------------	----------------------	---

Please See Enclosure 2

5. Have you:

- a) ever failed to complete any work awarded to you?

No

- b) ever been defaulted on a contract?

No



c) ever declared a non-responsible bidder by any municipality or public agency?

No

d) ever been barred from bidding municipal or public contracts?

No

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

a) that failed to complete a construction contract?

No

b) that has ever been defaulted on a contract?

No

c) that has ever been declared a non-responsible bidder by any municipality or public agency?

No

d) that has ever been barred from bidding municipal or public contracts?

No

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in this name?

No

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?

Manufacturer of Asphalt Pavement Materials
Manufacturer of Asphalt Aggregate Materials

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

Please See Enclosure 3

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

Please See Enclosure 4

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

Complete Site Inspection
Complete plan take off of all quantities and materials

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

To be submitted at the pre-construction meeting.



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

James J. Pratt, III

17. Insurance carried by your firm.

Please See Enclosure 5

18. Current financial statement.

Please See Enclosure 7

19. 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.



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

(Form of affidavit where Bidder is a corporation)

STATE OF **NEW YORK**)
) ss.:
COUNTY OF **SUFFOLK**)

Joseph M. Williams, Jr., P.E being duly sworn, deposes and says:
that he resides at [REDACTED] in the City of [REDACTED]
that he is the Sr. Vice President of Pratt Brothers, Inc.
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 7th day of October, 2019

Carol A. Miller
Notary

CAROL A. MILLER
Notary Public, State of New York
No. 5002326
Qualified in Suffolk County
Commission Expires Sept. 28, 2022

Pratt Brothers, Inc.



ENCLOSURE 1

Current Ongoing Projects



CURRENT ONGOING PROJECTS

As of December 31, 2018

JOB NO.	AGENCY/OWNER	CONTRACT NAME/NUMBER	PRIME/SUB	DESIGN ENGINEER/ARCHITECT	% INCOMPLETE
17-029	Hofstra University J&A Concrete Jonathan Martins	Zarb School of Business	Sub	Cameron Engineering (516) 827-4900	5%
17-043	AVR Realty Tom Perna (914) 965-3990	AVR Yaphank Const. LIE Service Road Westbound Ramps	Prime	Vollmuth & Brush George Brush (631) 363-2683	3%
17-075	AVR Realty Tom Perna (914) 965-3990	AVR Yaphank Const. LIE Service Road Eastbound Ramps	Prime	Greenman Pedersen Inc. (631) 587-5060	3%
17-109	Nassau County DPW Hemanth George Mathew (516) 571-3741	Resurfacing Requirements Contract H6158702Q	Prime	Nassau County DPW In-House	38%
17-111	Suffolk County DPW Paul McMahon	Storm Water Remediation Improvement - Mud Creek 5-17.3.30(CP 8239.310)	Prime	Suffolk County DPW In-House	4%
17-199	Nassau County DPW Hemanth George Mathew (516) 571-3741	Resurfacing Phase 55 Town of Hempstead H61587-55GR	Prime	Nassau County DPW In-House	14%
17-231	State University of NY Aurora Contractors Barney Reilly	Stony Brook University Innovation & Discovery Center	Sub	Mitchell - Giurgola Architects, LLP	11%
17-241	Village of Valley Stream Robert Fumagalli (516) 592-5105	2017 Road Improvements	Prime	Lucchesi Engineering PC Michael Mark (516) 942-3772	4%
17-375	Nassau County DPW P. Scalamandre & Sons	Hempstead Force Main Village of Hempstead Contract S3P311-09S	Sub	Cameron Engineering (516) 827-4900	65%
17-405	Suffolk County DPW Paul McMahon	Improvement to CR93 Ocean Ave @ Rosevale CP 5535/5014	Prime	Suffolk County DPW In-House	100%
18-018	Marriot Residence Inn Augusewicz Contracting	Residence Inn Garden City, NY Site Work/Paving	Sub	VHB Engineering (631) 813-2545	55%

CURRENT ONGOING PROJECTS

As of December 31, 2018

JOB NO.	AGENCY/OWNER	CONTRACT NAME/NUMBER	PRIME/SUB	DESIGN ENGINEER/ARCHITECT	% INCOMPLETE
18-070	Simply Self Storage Axis Construction Corp.	Simply Self Storage Hauppauge Site Work	Sub	Barnett Bonacci & Van Weele, PC (631) 435-1111	18%
18-112	National Grid Shulman Industries Chris Pirraglia	National Grid Bay Shore The Gateway to Brightwaters Sitework/Paving	Sub	National Grid In-House	45%
18-138	Target Bush Construction John Maloney	Target Copiague Remodel Sitework/Paving	Sub	Gausman & Moore	15%
18-144	Town of Oyster Bay	Requirements Contract HGR17-162	Prime	Town of Oyster Bay In-House	39%
18-196	AVR Realty Co. Tom Perna (914) 965-3990	Yaphank Woods Blvd Extension Phase 3	Sub	Vollmuth & Brush George Brush (631) 363-2683	32%
18-208	Suffolk County DPW Paul McMahon	Storm Water Remediation Improvement - Peconic La 5-17.3.30(CP 5072.315)	Prime	Suffolk County DPW In-House	95%
18-218	Suffolk County DPW Paul McMahon	Storm Water Remediation Improvement - Medford 5-17.3.30(CP 5014.362)	Prime	Suffolk County DPW In-House	7%
18-302	Village of Garden City Valente Contracting Corp. John Valente	Village of Garden City 2018 Road Improvements	Sub	Village of Garden City In-House	25%
18-328	Riverhead Solar Farm LLC Rosendin Electric Inc. Rich Shaffer	Riverhead Solar Project	Sub	Blymer Engineers 510-521-3773	36%
18-338	Cornerstone Hauppauge LLC	Cornerstone at Hauppauge On-site Paving	Sub	Nelson & Pope (631) 427-5665	100%
18-354	AVR Yaphank Constr. Co. AVR Realty Co. Tom Perna	AVR Yaphank Common Area 2 Blvd West	Sub	Vollmuth & Brush George Brush (631) 363-2683	100%



CURRENT ONGOING PROJECTS

As of December 31, 2018

JOB NO.	AGENCY/OWNER	CONTRACT NAME/NUMBER	PRIME/SUB	DESIGN ENGINEER/ARCHITECT	% INCOMPLETE
18-358	Village of New Hyde Park	2018 Road Improvements	Prime	D&B Engineers Mehmet Adkag	7%
18-366	Elecnor Hawkeye LLC Juan Sanchez (631) 447-3100	Riverhead Solar Substation 199	Sub	VHB Engineering (631) 813-2545	92%
18-430	AVR Yaphank Constr. Co. AVR Realty Co. Tom Perna	Site Work ALR/ILR Assisted Living Parking Lot - Paving	Sub	Vollmuth & Brush George Brush (631) 363-2683	33%
18-446	AVR Yaphank Constr. Co. AVR Realty Co. Tom Perna	The Meadows at Yaphank Hotel - Site Work	Sub	Bohler Engineering (631) 738-1200	25%
New Work 2019					
18-304	G&C Fab-Con LLC Matt Creter	Calverton Nation Cemetery Gravesite Expansion & Site Improvements 805PC2048	Sub	Gordon 703-263-1900	100%

ENCLOSURE 2

Major Completed Projects

MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.
07-135 Southern State Parkway Suffolk County D260416	New York State DOT James Eldor	New York State DOT James Eldor
08-290 County Road 16 Reconstruction, Ronkonkoma No. 5511	Suffolk County DPW James Peterman (631) 852-4003	Lockwood, Kessler and Bartlett (516) 938-0600
09-077 Milling Requirements - Queens HW2CR09C	City of New York DDC	City of New York DDC
10-268 Culvert Replacement on Valley Stream Road	Village of Valley Stream Tony Cella (516) 592-5105	Village of Valley Stream Tony Cella (516) 592-5105
10-208 Milling Requirements - Queens HW2CR11C	City of New York DDC	City of New York DDC
10-300 CR19 Patchogue Holbrook Rd Traffic Calming 3302/5014	Suffolk County DPW In-House	Suffolk County DPW Justin Hipperling (631) 852-4006
11-289 Sunset Plaza Shopping Center	Deer Park Associates LLC Len Abrams (631) 667-9575	Deer Park Associates LLC Len Abrams (631) 667-9575
09-155 Calverton National Cemetery Expansion 805CM2036	Calverton National Cemetery GC&P Fabcon	Carter Van Dyke (212) 345-5053
11-011 Sysco Warehouse Central Islip	Sysco Food Services Aurora Contractors Barney Riley (631) 981-3785	Vollmuth & Brush (631) 363-2683
11-059 CR31 & 104 Intersection Reconstn. Hampton Bays CP5572	Suffolk County DPW William Hillman P.E. (631) 852-4006	Suffolk County DPW Justin Hipperling (631) 852-4006
11-093 Village of Port Jefferson 2011 Road Improvements	Village of Port Jefferson Robert Juliano	Dvirka & Bartilucci Ed Kozik (516) 364-9890
11-413 Solar Array Project @ Cohalan Court Complex Central Islip	Enxco Development Co. Eldor Contracting Corp. Keith Feldman	Eldor Contracting Corp. Keith Feldman (631) 218-0100
11-285 Milling Requirements - Queens HW2CR12C	City of New York DDC Patrick Larkin (718) 391-1958	City of New York DDC Patrick Larkin (718) 391-1958

DATE COMPLETED	% OF OUR WORK	CONTACT
9/15/2009	94%	New York State DOT James Eldor
7/31/2011	64%	Suffolk County DPW Justin Hipperling (631) 852-4006
4/30/2011	81%	City of New York Yuliya Ruvinova (718) 322-5053
12/31/2011	63%	Village of Valley Stream Tony Cella (516) 592-5105
8/31/2011	70%	City of New York Patrick Larkin (718) 391-1958
11/15/2011	66%	Suffolk County DPW Justin Hipperling (631) 852-4006
12/31/2011	100%	Deer Park Associates LLC Len Abrams (631) 667-9575
12/31/2011	66%	GC&P Fabcon LLC John Schleer (908) 782-0526
6/30/2012	85%	Aurora Contractors Barney Reilly (631) 981-3785
2/17/2012	71%	Suffolk County DPW Justin Hipperling (631) 852-4006
7/15/2012	77%	Dvirka & Bartilucci Ed Kozik (516) 364-9890
12/31/2012	100%	Eldor Contracting Corp. Keith Feldman (631) 218-0100
9/30/2012	88%	City of New York DDC Patrick Larkin (718) 391-1958



MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.
11-335 Solar Array Project @ Riverhead County Complex	Enxco Development Co. Eldor Contracting Corp. Keith Feldman	Enxco Development Co.
12-104 New Entrance Roadway For School of Medicine	Hofstra University Richard S Leddy (516) 827-4900	Cameron Eng & Assoc Jack Ozyman (516) 827-4900
12-174 Home Depot Parking Lot Commack	Home Depot	Home Depot
09-239 Nassau County DPW Highway & Drainage Req. H66302S	Nassau County DPW	Nassau County DPW
11-359 Suffolk County DPW Storm Water Pollution Remediation Phase 3 CP8239	Suffolk County DPW	Suffolk County DPW In-House
11-393 Suffolk County DPW Wicks Road Improvement CP5539	Suffolk County DPW	Nelson & Pope
12014 Suffolk County DPW CR39 North Road Improvements CP5528	Suffolk County DPW	Suffolk County DPW In-House
12-018 Canon Headquarters Phase II - Sitework	Canon USA	Turner Construction
12-158 Mall at Bay Plaza Site Work - Bronx, NY	Prestige Properties & Dev. Services Inc. (212) 366-5600	Stantec Consulting Services Inc. (212) 366-5600
12-166 Home Depot Parking Lot Long Island City-Milling/Paving	Home Depot	Home Depot
13-033 Sheridan Blvd. Drainage Mineola H6005001G	Nassau County DPW	Nassau County DPW
12-426 Reconstruction of Sound Avenue, CR48 Greenport - 5526	Suffolk County DPW Justin Hipperling P.E. (631) 852-4006	Suffolk County DPW In-House

DATE COMPLETED	% OF OUR WORK	CONTACT
12/31/2012	93%	Eldor Contracting Corp. Keith Feldman (631) 218-0100
9/30/2012	60%	Hofstra University Richard S. Leddy (516) 463-5258
12/31/2012	100%	Opal Construction Chris Cavoto (631) 242-7440
12/31/2011	85%	Nassau County DPW (516) 571-6655
12/16/2013	90%	Suffolk County DPW Justin Hipperling (631) 852-4006
12/31/2013	66%	Suffolk County DPW Justin Hipperling (631) 852-4006
12/31/2013	77%	Suffolk County DPW Justin Hipperling (631) 852-4006
11/30/2013	56%	Turner Construction Chris Deschler (212) 229-6000
11/30/2013	98%	Aurora Contractors Jonathan McGowan (631) 981-3785
12/31/2013	100%	Opal Construction Chris Cavoto (631) 242-7440
12/31/2013	98%	Nassau County DPW Shila Shah Gavoudias (516) 571-9600
12/31/2014	86%	Suffolk County DPW Justin Hipperling (631) 852-4006



MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.
13-055 Lowes of Commack Site Work	Aurora Contractors Barney Riley (631) 981-3785	Rosenbaum Design Group
13-049 Clearspan Building Project	Brookhaven Rail Terminal	Brookhaven Rail Terminal
13-089 Forcemain and Pump Station - Huntington Sta.	Avalon Bay Communities	Nelson & Pope
13-183 Asphalt Paving Huntington Station	Avalon Bay Communities	Nelson & Pope
13-219 Stony Brook Medical Center East Parking Field Paving	State of New York Dormitory Authority	H2M Architects & Engineers
13-261 Museum of American Armor Site Work - Old Bethpage	Museum of American Armor BDG Construction	BDG Construction Corp
13-283 2013 Road Improvements Nassau Avenue	Village of Freeport	Village of Freeport In-House
14-306 Green Acres Mall Valley Stream - Parking Field Pavement & Rehab	Green Acres Mall Opal Construction	Savik & Murray LLP
13-035 Reconstruction of Rte 347 & 112 D262168	New York State DOT Scalamandre	New York State DOT
13-297 Village of Mineola 2013 Road Improvements	Village of Mineola	Dvirka & Bartilucci Christopher Clement (516)364-9890
14-034 Bridge Rehabilitation Various Locations	Suffolk County DPW	Suffolk County DPW
14-084 Lake Success Redevelopment 1 Dakota Drive	We're Associates, Inc.	We're Associates Inc. Gary R Woska
14-220 2014 Road Improvements	Village of Garden City	Village of Garden City In-House

DATE COMPLETED	% OF OUR WORK	CONTACT
12/31/2014	80%	Aurora Contractors Barney Reilly (631) 981-3785
12/31/2014	65%	Brookhaven Rail Term. Andy Kaufman (631) 924-8800
12/31/2014	30%	Avalon Bay Communities Matthew Gendron (617) 645-3937
6/30/2014	95%	Avalon Bay Communities Matthew Gendron (617) 645-3937
12/31/2014	100%	Watral Bros. Inc. Jake Watral (631) 586-8300
8/29/2014	78%	BDG Construction Anthony Galu (516) 624-1979
12/31/2014	73%	Village of Freeport Robert Fisenne P.E. (516) 377-2233
12/31/2014	95%	Opal Construction Chris Cavoto (631) 242-7440
12/31/2015	98%	P. Scalamandre & Sons Tom Hayes (516) 868-3000
12/31/2015	85%	Village of Mineola Thomas Rini (516) 746-0753
12/31/2015	75%	Suffolk County DPW Justin Hipperling (631) 852-4006
7/27/2015	55%	We're Associates, Inc. Philip Arnold (516) 931-5322
12/31/2015	70%	Village of Garden City Domenick Stanco (516) 465-4017



MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.	DATE COMPLETED	% OF OUR WORK	CONTACT
14-294 Ritz Carlton Residences Off Site Sanitary Sewer Connections SLRC1080018	LRC Construction LLC	H2M Architects Engs	7/27/2015	61%	LRC Construction LLC Steve Feinstein (914) 773-7700
15-241 3&5 Dakota Parking Lots	We're Associates Inc.	We're Associates Inc. Gary R Woska	12/31/2015	85%	We're Associates Philip Arnold (516) 931-5322
14-132 The Meadows at Yaphank Yaphank Woods Blvd. Road Improvements	Rose Breslin Assoc. LLC c/o AVR Realty	Vollmuth & Brush Jeffrey Vollmuth, P.E. (631) 363-2683	4/30/2016	100%	AVR Realty Tom Perna (914) 965-3990
14-142 Stony Brook University Toll Drive Residence Phase I	Aurora Contractors Inc. State University of New York at Stony Brook	KSQ Architects, P.C. (914) 682-3700	12/31/2016	87%	Aurora Contractors Frank Vero, Jr. (631) 981-3785
14-378 Stony Brook University Toll Drive Residence Phase II	Aurora Contractors Inc. State University of New York at Stony Brook	KSQ Architects, P.C. (914) 682-3700	12/31/2016	70%	Aurora Contractors Frank Vero, Jr. (631) 981-3785
15-017 Dormitories #A04B007 Sitework	NYRA Belmont EW Howell Travis Salvo	Dolph Rotfeld Eng. (914) 631-8600	9/28/2016	87%	EW Howell Travis Salvo (516) 921-7100
15-107 William Floyd Parkway Yaphank Woods Blvd.	Rose Breslin Assoc. LLC c/o AVR Realty	Vollmuth & Brush Jeffrey Vollmuth, P.E. (631) 363-2683	12/31/2016	76%	AVR Realty Tom Perna (914) 965-3990
15-149 Leavenworth Solar Farm Shoreham	Borrego Solar Systems Inc Eldor Contracting Corp. Keith Feldman	VHB Engineering (631) 234-3444	9/28/2016	88%	Eldor Contracting Corp. Keith Feldman (631) 218-0100
15-315 2015 Road Improvements	Village of Floral Park Valente Contracting Corp.	Dvirka & Bartilucci Christopher Clement (516) 364-9890	12/31/2016	95%	Valente Contracting Corp John Valente (516) 746-7933
15-305 The Meadows at Yaphank Yaphank Woods Blvd. Phase 1A Sitework	Rose Breslin Assoc. LLC c/o AVR Realty	Vollmuth & Brush Jeffrey Vollmuth, P.E. (631) 363-2683	12/31/2016	100%	AVR Realty Tom Perna (914) 965-3990
15-181 Lake Success Redevelopment 3 Dakota -P.Lot & Ramp	We're Associates Inc. Philip Arnold (516) 931-5322	We're Associates Inc. Gary R Woska	4/30/2016	65%	We're Associates Inc. Philip Arnold (516) 931-5322
15-255 2015 Road Improvements	Village of Mineola Valente Contracting Corp.	Dvirka & Bartilucci Christopher Clement (516) 364-9890	9/28/2016	100%	Valente Contracting Corp John Valente (516) 746-7933
16-130 LIE Welcome Center Dix Hills	NYSDOT P. Scalamandre & Sons	Stantec Consulting Services Inc. (212) 366-5600	11/30/2016	100%	P. Scalamandre & Sons Tom Hayes (516) 868-3000



MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.
16-152 2016 Road Improvements	Village of New Hyde Park	Dvirka & Bartilucci Christopher Clement (516) 364-9890
16-218 2016 Road Improvements	Village of Garden City In-House	Village of Garden City In-House
16-308 2016 Road Improvements	Village of Mineola Valente Contracting Corp.	Dvirka & Bartilucci Christopher Clement (516) 364-9890
15-221 Green Acres Commons Valley Stream	Green Acres Adjacent LLC Aurora Contractors Inc. Barney Reilly	SPG3 Architects Bruce Keller
15-243 Green Acres Commons Valley Stream - Paving	Green Acres Adjacent LLC Aurora Contractors Inc. Barney Reilly	SPG3 Architects Bruce Keller
16-034 1933 & 1963 Union Blvd. Sitework	South Side Hospital Schulmann Industries Inc. Harry Haralambous	Sidney B. Bowne & Son (516) 746-2350
16-160 Roslyn Schools Paving	Roslyn UF School District Watral Brothers Inc.	VHB Engineering (631) 234-3444
16-358 Culverts 1 & 2 Holtville Terminal	Northville Industries Corp.	U.N.I Engineering Inc. Edward J. Sapp
17-273 Parking Lot Construction Union Blvd., Bay Shore	Northwell Health Inc. Schulman Industries Harry Haralambous	Sidney B. Bowne & Son (516) 746-2350
15-261 Avalon at Great Neck Site Work	Avalon Bay Communities Scott Fradenburg 516-501-6020	VHB Engineering (631) 234-3444
16-048 Avalon Rockville Centre II Sitework	Avalon Bay Communities Scott Fradenburg 516-501-6020	Nelson & Pope (631) 427-5665
16-286 Common Area 2 Sitework The Meadows at Yaphank	Rose Breslin Assoc. LLC c/o AVR Realty	Vollmuth & Brush Jeffrey Vollmuth, P.E. (631) 363-2683
17-103 Shoreham Solar Commons - Sitework	Shoreham Solar Commons LLC Keith Feldmann - Eldor (631) 218-0100	TRC Engineers Inc. (516) 671-3407
17-189 Village of Garden City 2017 Road Improvements	Village of Garden City Valente Contracting Corp. John Valente	Village of Garden City In-House

DATE COMPLETED	% OF OUR WORK	CONTACT
12/31/2016	77%	Village of New Hyde Park Tom Gannon (516) 354-0064
12/31/2016	65%	Village of Garden City Domenick Stanco (516) 465-4017
12/31/2016	100%	Valente Contracting Corp John Valente (516) 746-7933
7/31/2017	90%	Aurora Contractors Frank Vero, Jr. (631) 981-3785
7/31/2017	93%	Aurora Contractors Frank Vero, Jr. (631) 981-3785
9/30/2017	55%	Schulmann Industries Inc Harry Haralambous (631) 499-7974
9/30/2017	98%	Watral Brothers Inc. Jake Watral (631) 586-8300
12/26/2017	41%	Northville Industries Corp. (631) 475-5060
12/31/2017	70%	Northwell Health Inc. Schulman Industries Harry Haralambous (631) 499-7974
1/31/2018	93%	Avalon Bay Communities Scott Fradenburg 516-501-6020
1/31/2018	95%	Avalon Bay Communities Scott Fradenburg 516-501-6020
12/31/2018	100%	AVR Realty Tom Perna (914) 965-3990
11/30/2018	90%	Eldor Contracting Corp. Keith Feldmann (631) 218-0100
12/31/2018	96%	Valente Contracting Corp John Valente (516) 746-7933



MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.	DATE COMPLETED	% OF OUR WORK	CONTACT
17-237 Northwell Lynbrook Site Work	Talisen Construction Corp. Joseph Rigazio (212) 244-4581	Sidney B. Bowne & Son (516) 746-2350	6/30/2018	59%	Talisen Construction Corp Joseph Rigazio (212) 244-4581
17-347 Sky Drive Farmingdale Sitework	BDG Farmingdale LLC Mike Christiano (516) 624-1948	Bohler Engineering Joseph Deal (631) 738-1200	12/31/2018	70%	BDG Farmingdale LLC Mike Christiano (516) 624-1948



ENCLOSURE 3

Construction Experience of the Principals



CONSTRUCTION EXPERIENCE OF PRINCIPALS & SUPERVISORY PERSONNEL

As of December 31, 2018

Principal's Name	Title	Years of Construction Experience	With Whom & In What Capacity
James J. Pratt, III* [REDACTED]	President/Treasurer Vice President/Treasurer General Superintendent Safety Officer	38	Pratt Brothers, Inc. President/Treasurer Guy Pratt, Inc. Vice President/Treasurer General Superintendent Safety Officer Lehigh University BS - Civil Engineering
Thomas D. Pratt* [REDACTED]	Vice President/Secretary Operations Manager	32	Pratt Brothers, Inc. Vice President/Secretary Scatt Materials Corp. Operations Manager New Hampshire College BS - C.I.S.
Supervisory Personnel Joseph M. Williams, Jr. P.E.* [REDACTED]	Sr. Vice President Chief Estimator Chief Engineer Vice President Chief Estimator Chief Engineer	34	Pratt Brothers, Inc. Sr. Vice President Chief Estimator/Engineer Guy Pratt Inc. Vice President Chief Estimator/Engineer Manhattan College BE - Chemical Engineering
Edward P. McCoy, Jr.* [REDACTED]	Vice President	17	Pratt Brothers, Inc. Vice President Project Manager Guy Pratt, Inc. Project Manager Boston University BS - Bio-Medical Engineering

*Corporate Officer



CONSTRUCTION EXPERIENCE OF PRINCIPALS & SUPERVISORY PERSONNEL

As of December 31, 2018

Name	Title	Years of Construction Experience	With Whom & In What Capacity
Gregory Couch	Project Manager	34	Pratt Brothers, Inc. Project Manager Bi-County Construction Corp. President Villanova University BS- Civil Engineering Polytechnic University MSM - Construction Mgmt
James J. Pratt IV	Project Manager	6	Pratt Brothers, Inc. Project Manager REI Drilling Project Manager Staff Geologist Washington and Lee University BS - Geology
Joseph Hrbek	Superintendent	38	Pratt Brothers, Inc. Superintendent Guy Pratt, Inc. Superintendent H.T. Schneider Superintendent Lizza Industries Project Engineer



CONSTRUCTION EXPERIENCE OF PRINCIPALS & SUPERVISORY PERSONNEL

As of December 31, 2018

Name	Title	Years of Construction Experience	With Whom & In What Capacity
Robert Voelkel	Superintendent	41	Pratt Brothers Inc. Superintendent
			Bi-County Construction Vice President Job Superintendent
			Debruin Engineering Engineer In Charge
William Zimmerman	Superintendent	42	Pratt Brothers Inc. Superintendent
	Superintendent		Kings Park Industries Superintendent Operating Engineer
Matt Kingston	Asphalt Superintendent	12	Pratt Brothers, Inc. Asphalt Superintendent Operating Engineer
			Guy Pratt, Inc. Operating Engineer
Thomas Crawford	Shop Steward General Foreman	33	Pratt Brothers, Inc. General Foreman
			Guy Pratt, Inc. Laborer



CONSTRUCTION EXPERIENCE OF PRINCIPALS & SUPERVISORY PERSONNEL

As of December 31, 2018

Name	Title	Years of Construction Experience	With Whom & In What Capacity
Arnold Hoffmann III	Asphalt Foreman	20	Pratt Brothers, Inc. Asphalt Foreman Asphalt Raker
			Guy Pratt Inc. Laborer
Eleanor DeBlasi	Estimator/Engineer	35	Pratt Brothers, Inc. Estimator
			Bi-County Construction Estimator
			Lizza Industries Estimator
			Polytechnic University B.S. Civil Engineering



ENCLOSURE 4

Equipment List

EQUIPMENT LIST

(As of December 31, 2018)

LOADERS

- CAT IT-28
- Komatsu WA 320 Tool Carrier
- Komatsu WA-380
- Komatsu WA-430 Tool Carrier
- CAT 950F
- CAT 950F Tool Carrier
- Komatsu 470
- CAT 970 F
- Komatsu WA-480-6
- Komatsu WA380-8

BACKHOES

RUBBER TIRED BACKHOE/LOADERS

- CAT Backhoe Loader 430F2
- CAT 430E Backhoe Loader
- CAT 430E Backhoe Loader
- CAT 430D Backhoe Loader
- CAT 430D Backhoe Loader
- Case 590SM Backhoe Loader
- 490 Dynahoe w/Drill Rig

HYDRAULIC EXCAVATORS – TRACK

- CAT 303 Mini Excavator
- Komatsu PC270
- CAT 325CL
- Komatsu PC290LC-10
- CAT PC400LC-7
- Komatsu PC170-11

HYDRAULIC EXCAVATORS – RUBBER TIRED

- Liebherr Excavator 904C
- Liebherr Excavator 904C
- CAT 320F

BULLDOZERS

- Komatsu D37PX-22 Dozer
- CAT D5M-LGP
- CAT D6N LGP
- CAT D6T LGP
- Dresser TD 25G Tilt Blade



EQUIPMENT LIST

(As of December 31, 2018)

CRANES

- 18 Ton Hydraulic Crane

TRUCKS

- Flat Truck
- Ford F550 Dump Truck
- Mack 20CY Dump Truck
- Peterbilt 20CY Dump Truck
- Kenworth Tractor
- Peterbilt Tractor (3)
- MAC Dump Trailer (3)
- 50 Ton Low Bed Trailer
- Red River Asphalt Trailer (3)
- Flow-Boy Asphalt Trailer (3)
- Attenuator Trailer
- 25 Ton Tag-A-Long Trailer (2)

SCRAPERS

- 260E Elevating Scraper (Water Wagon)

ROLLERS

- CAT Vibratory Soil compactor-CS563
- Dynapac Vibratory Soil Compactor-CA252B
- Hyster 350D Roller
- Hyster 350D Roller
- Dynapac CC-102 Double Drum Vibratory Roller
- I/R Vibratory Roller DD24
- I/R Roller DD110HF Double Drum Vibratory Asphalt Roller
- HAMM HD14 Roller
- HAMM HD20 Vibratory Roller

GRADERS

- Komatsu GD655 Galion Grader

TRAILER

- Tag Trailer – Skid Steer (5)
- Marathon Tack Coat Trailer



EQUIPMENT LIST

(As of December 31, 2018)

ASPHALT PAVING MACHINES

- Power Ray 4-Ton Hot Asphalt Storage Rig
- CAT AP1055F Asphalt Spreader

MILLING MACHINE

- Wirtgen W200 Milling Machine

MISCELLANEOUS

- IR-85/185 Leroi/Joy 185/Kaeser 210 Compressors (3)
- Kaeser 400 Compressor/EZ Drill
- Read RD90 Screen-All
- Dewatering System
- CAT 247 Skid Steer Loader - Track
- CAT 272D Skid Steer Loader - Rubber
- CAT 289D Skid Steer Loader - Track
- Cold Planer PC206 (skid steers) – 3 ea.
- Amsig Led Flip Disk Variable Message Board w/Modems (5)
- Asphalt Zipper Road Reclaiming Attachment
- 10,000 L.F. Concrete Road Barrier
- 200 Steel Road Plates
- Powerscreen Trommel



ENCLOSURE 5

Insurance





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2019

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

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

PRODUCER National Insurance Brokerage of New York, Inc. 175 Oval Drive Islandia NY 11749	CONTACT NAME: Kathleen Hofmann PHONE (A/C No. Ext): (631) 273-4242 FAX (A/C No.): (631) 273-8990 E-MAIL ADDRESS: khofmann@nibony.com
INSURED Pratt Brothers, Inc. 608 Union Avenue Holtsville NY 11742	INSURER(S) AFFORDING COVERAGE INSURER A: American Southern Home Insurance Compar INSURER B: American Family Home Insurance Company INSURER C: Berkley Insurance Company INSURER D: Travelers Indemnity CO INSURER E: Evanston Insurance Company INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					
C	<input checked="" type="checkbox"/> UMBRELLA LIAB						
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A					
	If yes, describe under DESCRIPTION OF OPERATIONS below						
D	Excess Umbrella				4/1/2019	4/1/2020	\$4,000,000 Limit
E	Pollution Liability				9/05/2018	9/5/2019	\$2,000,000/\$1,000,000 \$5,000 DED

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

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

AUTHORIZED REPRESENTATIVE

Frank Cormio/STEPHK



ENCLOSURE 6

Apprenticeship Training Programs



Steven M. Aurigema
Training Director
Joint Apprenticeship Training Fund



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

APPRENTICESHIP AND TRAINING - JOURNEYMEN - RETRAINING SCHOOL
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNIONS 138, 138A, 138B Nassau & Suffolk Counties

247-C

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

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

Re: Local 138 Apprenticeship School (the "Apprenticeship School")
NYS Sponsor # 00422
NYS ATP Code # 18318
Pratt Brothers, Inc.

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to Pratt Brothers, Inc., to the Local 138 Agreement Covering Working Conditions, dated June 1, 2019 to May 31, 2023. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND



ENCLOSURE 7

Financial Statement



PRATT BROTHERS, INC.
BALANCE SHEETS
December 31, 2018 and 2017

ASSETS

Current Assets

Cash
Contract receivables
Due from related parties
Costs and estimated earnings in excess of billings
on uncompleted contracts
Prepaid expenses and other

Total Current Assets

Fixed Assets, Net

Other Assets

Equity in joint venture

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities

Line-of-credit
Accounts payable
Notes payable
Capital lease obligation
Billings in excess of costs and estimated earnings
on uncompleted contracts
Accrued expenses and other

Total Current Liabilities

Long-Term Liabilities

Notes payable
Capital lease obligation

Commitments and Contingencies

Stockholders' Equity

Common stock - no par value; 200 shares authorized,
100 shares issued and outstanding
Retained earnings



NOTICE OF AWARD

NO TEXT ON THIS PAGE

LAURA CURRAN
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.
COMMISSIONER

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

NOTICE OF AWARD

April 7, 2020

James J. Pratt, III
Pratt Brothers, Inc.
45 South Fourth Street
Bay Shore, New York 11706-1210

4/7/20 - sent via email only

Dear Mr. Pratt:

As a result of bids received on October 8, 2019 for work to be done under:

CONTRACT NO: H61587-03Q
TITLED: 2020 Nassau County Resurfacing Requirements Contract in the Towns of Hempstead, No. Hempstead & Oyster Bay, & the Cities of Glen Cove & Long Beach, NY

You are hereby notified that you are awarded the contract by the County of Nassau as the lowest responsible bidder as per Nassau County Resolution Number **60-2020**, and the County Executive's subsequent approval of the contract. The Rules Committee of the Nassau County Legislature accepted the terms of this Requirements contract as three (3) years, with the Department's option to extend the term of the Contract for an additional one (1) year period for a total Contract term of four (4) years. The estimated expenditures under this Contract, including the period of any extension options that may be exercised by the Commissioner of the Department, is \$16,000,000.00 (sixteen million dollars), at \$4,000,000 (four million dollars) per year. Under the terms of the contract documents you are required to submit the following at the execution of the contract:

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

2. Signing and Execution of the Contract: Notice is hereby given that you, your partners, or corporate officers with corporate seal, as the case may be, must be at the Department of Public Works office, 1194 Prospect Avenue, Westbury, New York, to sign and execute the contract **no later than 10:30 A.M. on Thursday, April 16, 2020**. Your attention is called to the provision in the Instruction to Bidders which provides for forfeiture of bidder's deposit upon failure to comply with the provisions therein for submitting proper Insurances, Performance and Labor and Material Bonds, and the execution of this contract. You are hereby notified that before any materials can be used in the performance of this contract, they must be officially accepted by the Department of Public Works. **Note that social distancing criteria will be adhered to.**



James J. Pratt, III
Pratt Brothers, Inc.
April 7, 2020
Page 2
Re: Notice of Award

CONTRACT NO: H61587-03Q
TITLED: 2020 Nassau County Resurfacing Requirements Contract in the Towns of No.
Hempstead & Oyster Bay, & the Cities of Glen Cove & Long Beach, NY

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

Very truly yours,

Kenneth Arnold

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

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



AGREEMENT

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

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

**2019 Nassau County Resurfacing Requirements Contract
in the Towns of
Hempstead, North Hempstead, and Oyster Bay and the
Cities of Glen Cove and Long Beach**

Contract No. H61587-03Q

THIS AGREEMENT,

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

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

WITNESSETH:

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

ARTICLE I. GENERAL

- A. The Contractor shall do all the work and furnish all labor, materials, equipment, tools and appliances, except as hereinafter otherwise stated, that may be necessary and proper for performing and completing the work.
- B. The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract and that his information was secured by personal investigation and research and not from the estimates of the Commissioner of Public Works, and that he will make no claim against the County by reason of estimates, tests or representations of any officer or agent of the County.

ARTICLE II. DEFINITIONS

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

COUNTY:

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

CONTRACTOR:

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

ENGINEER:

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

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

NOTICE:

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

SPECIFICATIONS:

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

ARTICLE III. SPECIAL CONDITIONS

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

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

ARTICLE IV. EXTRA WORK

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

ARTICLE V. DETERMINATION AND DECISIONS

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

ARTICLE VI. ABANDONMENT OF WORK

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

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

ARTICLE VII. MACHINERY AND PLANT

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

ARTICLE VIII. PATENTED DEVICE, MATERIAL AND PROCESSES

It is mutually understood and agreed that contract prices are to include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters patent or copyright, the Contractor shall indemnify and save harmless the County of Nassau from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the Contract and shall indemnify the said County for any costs, expenses and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the work.

ARTICLE IX. RESPONSIBILITY FOR INJURIES TO PERSONS AND PROPERTY.

- A. The Contractor shall be solely responsible for physical injuries (including death) to persons (including, but not limited to, employees of the Contractor and subcontractors and employees of the County of Nassau) or damage to property (including, but not limited to, property of the County of Nassau or the Contractor or subcontractors) occurring on account of or in connection with the performance of the work hereunder or sustained by any employee of the Contractor, a subcontractor, County of Nassau or other persons while at the site of the work, and shall indemnify and save harmless the County of Nassau from loss and liability upon any and all claims

on account of such injuries to persons (including death) or damage to property, and from all costs and expenses in suits which may be brought against the County of Nassau on account of any such injuries to persons or damage to property, irrespective of the actual cause of the accident and irrespective of whether it shall have been due to negligence of the Contractor or his subcontractors or negligence of the County of Nassau, their respective agents, servants or employees.

- B. The term "loss and liability", as used herein, shall be deemed to include, but not to be limited to, liability for the payment of Worker's Compensation under the Worker's Compensation Law of the State of New York, and the Contractor specifically covenants to reimburse the County of Nassau for all payments of Worker's Compensation which the County of Nassau shall be required to make to any employee who shall claim to have sustained injuries on account of or in connection with the work hereunder, whether or not such injuries shall have been sustained as a result or negligence of the Contractor, his subcontractors, the County of Nassau, their respective agents, servants or employees, or negligence of the injured employee.
- C. The Contractor shall be solely responsible for all injuries to person or damage to property therein occurring on account of the performance of work under this Contract whether due to negligence, fault or default of the Contractor or not, and irrespective of whether it shall have been due to the negligence, fault or default of the County of Nassau, it's respective agents, servants or employees. The Contractor shall fully protect, indemnify and save harmless the County of Nassau from loss and from liability upon any and all claims on account of such injuries to employees or other persons or damage to property on account of any work done by the Contractor and from any costs and expenses in suits which may be brought against the County of Nassau for such damages or injuries.
- D. The obligation of the Contractor to indemnify and save harmless the County of Nassau as herein above set forth is absolute and not dependent upon any question of negligence on the part of the Contractor, the subcontractor, the County of Nassau, their respective agents, servants or employees. The approval by the County of Nassau of the methods of doing the work or the failure of the County of Nassau to call attention to improper or inadequate methods or to require a change in methods or to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to person or damage to property.
- E. The Contractor shall take out and maintain during the life of this Contract a liability insurance policy and renewals thereof, issued by an insurance company approved by the County of Nassau, insuring the Contractor at all times during the life of the Contract against loss by reason of his contractual liability under this ARTICLE with limits of * for injuries to persons (including death) and * for

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

* See Article XXVI for schedule.

ARTICLE X. TIME OF START AND COMPLETION

- A. The Contractor shall commence work on the day specified in the Notice To Proceed signed by the Commissioner. Time being of the essence of this contract, the contractor shall thereafter prosecute the work diligently, using such means and methods of construction as will assure its full completion, in accordance with the requirements of the Contract Documents, not later than the date specified in the said notice.
- B. Unless the date for completion is extended as herein provided, the Contractor shall complete the work in the number of consecutive calendar days fixed in this contract. The period for performance shall start from the day specified in the Commissioner's Notice To Proceed.
- C. Unless approved in writing by the County, in its sole and absolute discretion, no contractual work shall be permitted on Official County Holidays. The Contractor is responsible for coordination with the County Engineer and/or his duly authorized representative prior to the start of work to determine the date(s) of observance of the Official County Holiday(s) that may occur during the course of the Contract. The Official County Holidays are: New Years Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. Failure of the Contractor(s) to consider Official County Holidays during the preparation of their work plans and schedules shall not be cause for a delay claim against the County. Should circumstances arise, during the course of the Contract, where the Contractor requests approval to work on an Official County Holiday and it is granted, the Contractor will be required to reimburse the County for the cost of providing inspection services. Furthermore, failure of the Contractor to have considered such contingency costs in his bid price shall not be cause for an extra work claim to the County at a later date.

ARTICLE XI. EXTENSION OF TIME

- A. It is mutually agreed that no extension beyond the date of completion fixed by the terms of this Contract shall be effective unless in writing signed by the Commissioner of Public Works. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Commissioner of Public Works, which may include a charge for engineering and inspection expenses actually incurred upon the work. Applications for such extension shall be filed by the Contractor with the Commissioner of Public Works at least fifteen (15) days prior to the date of expiration fixed by the terms of this agreement.
- B. The Contractor agrees to make no claim for damages for delay in performance of this Contract occasioned by any act or omission to act by the County or any of its representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.

ARTICLE XII. LIQUIDATED DAMAGES

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

* See Article XXVI for schedule.

ARTICLE XIII. INSURANCE AND BOND REQUIREMENTS

A. GENERAL

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

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

B. CONTRACTOR'S PUBLIC LIABILITY INSURANCE

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

C. WORKER'S COMPENSATION INSURANCE

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

D. OWNER'S CONTINGENT PUBLIC LIABILITY INSURANCE

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

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

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

E. BONDS

The Contractor shall execute both a Performance Bond and a Labor and Material Bond, each in the amount of \$1,500,000.00 one million five hundred thousand dollars, to remain in effect for the duration of the contract, which includes the Maintenance/Guarantee period. Such bonds to be executed by a surety company authorized to do business in the State of New York and acceptable to the County; Copies of both bond forms are provided with the Contract Bid Documents, and must be used, no other forms are acceptable. The Performance bond and Labor and Material Bond shall serve as security for the faithful performance of this Contract and for the payment of all persons performing labor and furnishing materials in connection with this Contract.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which must be attached to the Bond. The amount of said Bond shall not exceed the limits set by the aforesaid Certificates of Solvency.

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

The Contractor warrants that he is not in arrears to the County upon debt or contract, and that he is not a defaulter, as surety, contractor or otherwise.

ARTICLE XV. WORKER'S COMPENSATION LAW

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

ARTICLE XVI. LABOR LAWS AND NOTICE OF EMPLOYEES' RIGHTS

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

1. All persons employed to perform any work under this contract, must be provided with major medical and hospitalization benefits for the duration of this contract. Such benefits may be provided through a monthly lump-sum payment to the health care insurer of the employee's choice. Nothing herein shall be deemed to require the establishment or maintenance of an employee benefit plan.
2. No apprentice employed by the Contractor or any of his Subcontractors shall be permitted to perform any work required under this contract unless said apprentice is individually enrolled in, or a graduate of, a New York State approved apprentice training program registered with the Commissioner of Labor, and in conformity with Article 23 of the New York State Labor Law.
3. The Contractor must pay all wages and supplements required by law. Cash payments in lieu of fringe benefit supplements may be made at the option of the contractor, but any such cash payments must be made by check, draft or order payable to the employee. Records of such cash payments must be made promptly available for inspection upon request for the Nassau County Office of Labor Relations.
4. Posting of Notices
 - a. Every Contractor who is a party to a public works contract with the County of Nassau shall, on behalf of

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

- b. Such posting shall be secure from deterioration and/or obliteration by the elements, defacement, and acts of vandalism.
- c. Notices shall be maintained in a legible manner and shall be replaced if damaged, defaced, rendered illegible or removed for any reason.
- d. The posting of such Notices shall be undertaken prior to commencement of work at the site, if practical and feasible, and shall be maintained until the project has been substantially completed.
- e. Said notice shall include the telephone number and address of the New York State Department of Labor, Bureau of Public Works.
- f. For multiple prime contracts, each Contractor is required to provide the above, and identify the Contract to which it pertains. Nothing herein shall be construed to relieve the Contractor from posting requirements otherwise required by law.

5. Providing Notice to Employees

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

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

6. Payroll Records

- a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, maintain at the job site (or such place designated by the County of Nassau) original payrolls, employee attendance records and/or transcripts thereof as are required to be maintained pursuant to Section 220 of the New York Labor Law and shall maintain the written acknowledgments of the employees as required above with the payrolls and transcripts.
- b. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, provide to the Resident Project Engineer, the Nassau County Director of Labor Relations (or other individuals designated by the County of Nassau) upon application for payment an employment attendance sheet for all employees, including employees of Subcontractors, for each day on which work is performed on the site, upon a form acceptable to the County of Nassau, containing such information as the County of Nassau deems appropriate, including job classification, hours of employment, wage rate and supplements payable and employer. A current attendance record shall be maintained at a location designated by the County of Nassau.
- c. Every Contractor on a public works contract to which Nassau County is a party shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, submit a transcript of its original payroll record for all work performed by the Contractor to the Public Works Commissioner of the County of Nassau, the Clerk of the Nassau County Legislature and to the Nassau County Office of Labor Relations within thirty days after the issuance of its first payroll, and every thirty days thereafter. Submissions shall be in such a form as to comply with Section 220 of the Labor Law.
- d. Upon receipt of a copy of the prevailing rate schedule

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

- e. Before the Contractor may request a progress Payment for any item of work performed by a Subcontractor, the Contractor shall furnish the County of Nassau with a copy of that Subcontractor's verified statement required by New York Labor Law Section 220-a. Before issuance of the final payment, the Contractor shall furnish the County with the original certifications and verified statements required by New York Labor Law Section 220-a.
- f. Before final payment is made by or on behalf of the county for any sum or sums due on account of a contract for a public improvement, it shall be the duty of the Nassau County Comptroller to require the Contractor to file every verified statement required to be obtained by the Contractor from its Subcontractors pursuant to subdivision two of Local Law 1998 and to file a statement in writing in form satisfactory to such officer certifying to the amounts then due and owing from such Contractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the contract, setting forth therein the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each respectively. Such statement shall also set forth the amounts known by the Contractor to be then due and owing from each Subcontractor, or from a Subcontractor of such Subcontractor, for wages or supplements, or shall certify that the Contractor has no knowledge of such amounts owing to or on behalf of any laborers of its Subcontractors, and that in the event it is determined by the Commissioner that the wages or supplements or both of any employees of such Subcontractors have not been paid or provided pursuant to the appropriate

schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements pursuant to New York State law. Such statements so to be filed shall be verified by the oath of the Contractor that he or she has read such statement subscribed by him or her and knows the contents thereof, and that the same is true of his or her own knowledge except with respect to wages and supplements owing by Subcontractors which may be certified upon information and belief.

- g. The Contractor shall ensure that all employees on the job site shall have received appropriate training and possess all required state and county licenses for specialty, craft, skill, trade or other professional or licensed trades.
- h. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status, or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

PREVENTION OF DELAY

The Contractor and his Subcontractors shall not employ any labor or means whose employment or utilization during the course of this Contract, may tend to, or in any way cause, or result in, strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor or his Subcontractors, or by any of the trades working in or about the job sites where work is being performed under this Contract, or any other Contract on the job site. Any violation of this requirement by the Contractor may, upon written determination of the Commissioner of Public Works, be considered as proper and sufficient cause for canceling and terminating this Contract without any penalty to the COUNTY and the COUNTY shall be entitled to recover any damages from the Contractor that may have been caused by such violation.

NO TEXT ON THIS PAGE



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Nassau County Dept Public Work
Loretta Dionisio, Asst to Deputy Cmr Admin
1194 Prospect Avenue
Westbury NY 11590

Schedule Year 2019
Date Requested 07/10/2019
PRC# 2019008891

Location Nassau County-Variou
Project ID# H61587-03Q
Project Type Resurface asphalt and/or concrete surfaces. Including labor, materials, tools, equipment and incidentals.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2019 through June 2020. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

www.labor.ny.gov.

PW 200

Ask.PWAsk@labor.ny.gov

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30.1).

Wages and Supplements

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

e(b)).

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Nassau County Dept Public Work
Loretta Dionisio, Asst to Deputy Cmr Admin
1194 Prospect Avenue
Westbury NY 11590

Schedule Year 2019
Date Requested 07/10/2019
PRC# 2019008891

Location Nassau County-Variou
Project ID# H61587-03Q
Project Type Resurface asphalt and/or concrete surfaces. Including labor, materials, tools, equipment and incidentals.

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

www.labor.ny.gov

PW 16

Ask.PWAsk@labor.ny.gov

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

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

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry Fair Play Act

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

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

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

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

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



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

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

The law says that you are an employee unless:

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

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

Employee rights. If you are an employee:

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

Independent Contractors: If you are an independent contractor:

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

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

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

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

Employer Name:

A 999 (09/10)

WORKER NOTIFICATION

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

Effective February 24, 2008

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

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

(11.11)

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of
the Labor Laws
of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

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

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

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

https://labor.ny.gov/workerprotection/safetyhealth/dosh_training.shtm

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

<https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~GROUP~AOTCON~10~>

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: <mailto:japs@buffalo.edu>

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_oshacfm

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

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS Reform 2008

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

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

**Regarding Use of Form PW30.1
(Previously 30R)**

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

To use the '4 Day / 10 Hour Work Schedule':

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

AND

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30.1 Form.

REMEMBER...

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

Do not write in any additional Classifications or Counties.

(**Please note** : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30.1

(Previously 30R)

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

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

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

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

Do not write in any additional Classifications or Counties.

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

Return Completed Form:

- Mail the completed PW30.1 form to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 -OR -
- Fax the completed PW30.1 form to: NYSDOL Bureau of Public Work at (518)485-1870



Department of Labor

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

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

Before completing this form, make sure that:

- There is a **Dispensation of Hours** in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please **type or print** the requested information and then **mail or fax** to the address above.

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone No: _____ Fax No: _____ Email: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location
of Project: _____ County: _____

(If you are Subcontractor)

Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 3-8)*
*** Do not write in any additional Classifications or Counties***

Requestor Information

Name: _____

Title: _____ Date: _____

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

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

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason – Building	3B-Jam-Z2	7	2, 5	
Mason – Building – Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	
Mason – Building	3B-Z3	15, 32	5	
Mason – Building	3B-Z3.Orleans	37		
Mason – Residential	3B-Z3R	15, 32	5	
Mason – Residential	3B-z3R.Orleans	37		
Mason - Heavy & Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	
Mason – Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason – Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3R	15, 32, 37	5	
Mason – Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter	3TS-Z3	15, 32, 37	5	
Mason – Tile Setter Residential	3TS-Z3R	15, 32, 37	5	
Mason – Building/Heavy & Highway	780	3, 24, 30, 31, 41, 43, 52		
Operating Engineer - Heavy & Highway	137H/H	40, 60	14	
Operating Engineer – Heavy & Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	
Operating Engineer – Heavy & Highway	158-H/H	1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58		
Operating Engineer – Heavy & Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		
Painter	150	28, 59, 62	26, 35	

Job Classification Checklist

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

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

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

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg., H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Nassau County General Construction

Asbestos Worker

07/01/2019

JOB DESCRIPTION Asbestos Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019

Asbestos Worker \$ 44.00

Removal & Abatement Only*

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

SUPPLEMENTAL BENEFITS

Per Hour:

Asbestos Worker \$ 8.70

Removal & Abatement Only

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Apprentice Removal & Abatement Only:

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

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

SUPPLEMENTAL BENEFIT

Per Hour:

Apprentice
Removal & Abatement \$ 8.70

4-12a - Removal Only

Boilermaker

07/01/2019

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019 01/01/2020

Boilermaker	\$ 59.17	\$ 61.24
Repairs & Renovations	59.17	61.24

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2019 01/01/2020

Boilermaker	32% of hourly	32% of hourly
Repair & Renovations	Wage Paid	Wage Paid
	+ \$ 25.35	+ \$ 25.38

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

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE

NOTE: *Employee must work in pay week to receive Holiday Pay.
**Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES

Wage per hour:

(1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2019 32% of Hourly Wage Paid Plus Amount Below	01/01/2020 32% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 19.38	\$ 19.41
2nd Term	20.24	20.26
3rd Term	21.08	21.11
4th Term	21.94	21.96
5th Term	22.79	22.82
6th Term	23.65	23.68
7th Term	24.48	24.52

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

4-5

Carpenter

07/01/2019

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2019

Piledriver	\$ 54.63
Dockbuilder	\$ 54.63

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 51.63
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OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

1st	2nd	3rd	4th
\$21.85	\$27.32	\$35.51	\$43.70

Supplemental benefits per hour:

All Terms: \$ 33.97

8-1556 Db

Carpenter

07/01/2019

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2019

Carpet/Resilient

Floor Coverer \$ 50.50

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour: \$ 45.83

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$20.20	\$25.25	\$32.83	\$40.40

Supplemental benefits per hour - all apprentice terms:

\$ 31.09

8-2287

Carpenter

07/01/2019

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019

Marine Construction:

Marine Diver \$ 69.22

Marine Tender 49.14

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 51.58

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 21.85
2nd year	27.32
3rd year	35.51
4th year	43.70

Supplemental Benefits

Per Hour:

All terms \$ 33.97

8-1456MC

Carpenter **07/01/2019**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2019

Building

Millwright \$ 54.20

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 53.66

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$29.16	\$34.46	\$39.76	\$50.36

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$34.51	\$38.16	\$42.46	\$49.12

8-740.1

Carpenter **07/01/2019**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019

Timberman \$ 50.05

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2019

\$ 50.88

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$20.02	\$25.03	\$32.53	\$40.04

Supplemental benefits per hour:

All terms \$ 33.61

8-1556 Tm

Carpenter

07/01/2019

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, Tompkins Corner, Mahopac, Croton Falls, east to Connecticut border.

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

WAGES

Per hour: 07/01/2019

Core Drilling:

Driller \$ 40.44

Driller Helper

32.12

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2019

Driller and Helper

\$ 26.70

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

Paid: See (5,6) on HOLIDAY PAGE.

Overtime: * See (5,6) on HOLIDAY PAGE.

** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter

07/01/2019

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES

Nassau: That portion of the county that lies west of Seaford Creek and south of the Southern State Parkway.

WAGES

Per hour: 07/01/2019

Show Exhibit

\$ 54.19

Bldg. Carpenter

52.50*

* Not applicable in Putnam County

SUPPLEMENTAL BENEFITS

Per hour worked:

Show Exhibit \$ 49.54
Bldg. Carpenter 46.25

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid:for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour: Show Exhibit

(1) year terms:

1st.	2nd.	3rd.	4th.
\$21.68	\$27.10	\$35.22	\$43.35

Supplemental benefits per hour:

All terms \$ 32.94

Wages per hour: Bldg. Carpenter

(1) year terms:

1st	2nd	3rd	4th
\$21.00	\$26.25	\$34.13	\$42.00

Supplemental benefits per hour:

All terms \$ 31.31

8-EXHIB

Carpenter - Building / Heavy&Highway

07/01/2019

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2019

Carpenter

(Building) \$ 49.38

Carpenter

(Heavy Highway) \$ 49.38

"NOTE" ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED Off-Shift Work.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Both Carpenter

Categories \$ 32.81

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

One(1) Year Terms at the following:

Per Hour:

1st	2nd	3rd	4th	5th
\$ 23.73	\$ 27.86	\$ 29.93	\$ 32.00	\$ 33.13

Supplemental Benefits
Per Hour:

All Terms: \$ 18.10

4-Reg.Council Nass/Suff

Carpenter - Building High Rise Concrete Form Work

07/01/2019

JOB DESCRIPTION Carpenter - Building High Rise Concrete Form Work

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Work performed beginning at the Intersection of the City Line & North Shore of Long Island, then running Southerly to the Southern State Pkwy, then East to Seaford Creek in Nassau County, then South to Atlantic Ocean, then West to Southern tip of Richmond County

WAGES

Per hour: 07/01/2019

Building High Rise:

Concrete Carpenter A	\$ 50.78
Concrete Carpenter B*	\$ 40.19

*NOTE: Tier B work excludes erection of decking, perimeter debris netting, leading edge work, self & climbing form systems and the installation of cocoon systems.

SUPPLEMENTAL BENEFITS

Per hour:

Concrete Carpenter A	\$ 43.29
Concrete Carpenter B	\$ 16.60

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms:

	1st	2nd	3rd	4th
Concrete Carpenter Apprentices	\$ 17.52	\$ 23.95	\$ 30.53	\$ 38.15

Supplemental benefits per hour:

Concrete Carpenter: Apprentices	1st \$ 16.15	2nd \$ 16.28	3rd \$ 16.41	4th \$ 16.56
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8-NYC Bldg/212

Carpenter - Heavy&Highway

07/01/2019

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: That portion of the county that lies West of Seaford Creek and South of the Southern State Parkway.

WAGES

Per hour: 07/01/2019

Heavy&Highway Carpenter	\$ 54.68
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SUPPLEMENTAL BENEFITS

Per hour worked:

Heavy & Highway
Carpenter \$ 51.58

OVERTIME PAY

See (B, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, 25) on HOLIDAY PAGE
Paid : for 1st & 2nd yr
Apprentices See (5, 6, 11, 13, 25)

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms:

	1st	2nd	3rd	4th
Heavy & Highway	\$ 21.87	\$ 27.34	\$ 35.54	\$ 43.74
Supplemental Benefits:				
Per Hour:				
All terms		\$ 33.97		

8-NYC H/H

Electrician

07/01/2019

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2019	03/30/2020
Electrician		
Electrical Maintenance	\$ 43.70	\$ 44.12
Traffic Signal	\$ 44.60	\$ 45.05

"PLEASE NOTE"

Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for add-ons.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician	12% of Hourly Wage Paid + \$18.52	12% of Hourly Wage Paid + \$18.60
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY

See (B, E2, K, P) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

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

Page 39

Supplemental Benefits:

	07/01/2019	03/30/2020
1st	3% + \$3.65	3% + \$3.65
2nd	8% + \$4.19	8% + \$4.19
3rd	9% + \$5.20	9% + \$5.20
4th	10% + \$ 6.96	10% + \$ 6.96
5th	11% + \$10.91	11% + \$10.91
6th	12% + \$14.01	12% + \$14.01

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25m

Electrician

07/01/2019

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2019	3/29/2020
Tree Trimmer/Remover Line Clearance Specialist	\$ 34.71	\$ 35.75
Groundman*	\$20.83	\$ 21.45

These rates apply to all tree trimming/removal contracts including but not limited to "Electrical Line Clearance"/"Long Island Railroad Right of Ways".

For Building Construction or Road/Highway Construction Contracts, Heavy & Highway Laborer and Operating Engineer classifications Apply

* Note: Groundman Classification not to exceed 20% of the company workforce on Project.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2019	3/29/2020
Tree Trimmer Line Clearance Specialist and Groundman	20.25% of Hourly Wage Paid + \$10.57	20.50% of Hourly Wage Paid + \$11.07

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

OVERTIME PAY

See (B, E, P, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

4-1049/Tree

Electrician

07/01/2019

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2019	04/26/2020
Electrician/Wireman	\$ 53.00	\$ 54.00
HVAC Controls	53.00	54.00
Fire Alarms	53.00	54.00

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2019	04/26/2020
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Electrician/Wireman (all categories)	16% of Hourly Wage Paid + \$ 27.52	16% of Hourly Wage Paid + \$ 29.16
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NOTE: "Hourly Wage Paid" shall include any and all premium[s]

OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th	5th	6th
35%	35%	40%	45%	60%	75%

Supplemental Benefits Per Hour:

	07/01/2019	04/26/2020
1st	3% + \$5.15	3% + \$5.15
2nd	8% + \$6.32	8% + \$6.32
3rd	9% + \$7.45	9% + \$7.45
4th	10% + \$8.74	10% + \$8.74
5th	13% + \$10.97	13% + \$10.97
6th	14% + \$17.23	14% + \$17.23

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25

Electrician 07/01/2019

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2019

Electrician

Pump & Tank \$ 41.65

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician

Pump & Tank 65.25%
of *Wage
Paid

*Wage Paid includes any and all Premiums

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

1 Year Terms at the Following:

Per Hour:

1st Term	\$ 12.50
2nd Term	\$ 14.58
3rd Term	\$ 16.66
4th Term	\$ 18.74
5th Term	\$ 24.99
6th Term	\$ 29.16

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms 65.25%
of *Wage
Paid

*Wage Paid includes any and all Premiums

4-25 Pump & Tank

Electrician

07/01/2019

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2019	04/25/2020
Telephone and Intergrated Tele-Data System Electrician	\$ 37.83	\$ 38.18

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Managment Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3912 or Suffolk Offices at (631)687-4882.

SUPPLEMENTAL BENEFITS

Per Hour:

Tele-Data Electrician	16% of Hourly Wage Paid + \$19.16	16% of Hourly Wage Paid + \$19.85
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

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

4-25tela

Electrician Lineman

07/01/2019

JOB DESCRIPTION Electrician Lineman

DISTRICT 4

ENTIRE COUNTIES

Nassau, Queens, Suffolk

WAGES

For Utility Distribution & Transmission Line Construction:

Per Hour:	07/01/2019
Lineman/Splicer	\$ 57.41
Material Man	49.95
Heavy Equip. Operator	45.93
Groundman	34.45
Flagman	25.83

For Natural Gasline Construction:

Per Hour:	07/01/2019	06/07/2020
Journeyman U.G.Mech.	\$ 48.52	\$50.10

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Utility Distribution & Transmission Line Construction:

07/01/2019

All Classifications 32% of Hourly
Wage Paid +
\$ 13.09

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

Natural Gasline Construction:

Per Hour:

07/01/2019

06/07/2020

Journeyman U.G.Mech. 27.5% of Hourly 28% of Hourly
Wage Paid + Wage Paid +
\$13.94 \$14.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

OVERTIME for Natural Gas Mechanic:(B,G,P)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE

Same as Above for Natural Gas Mechanic.

REGISTERED APPRENTICES

1000 hour Terms at the following Percentage of Journeyman's Wage.

(Lineman Only)

1st 2nd 3rd 4th 5th 6th 7th
60% 65% 70% 75% 80% 85% 90%

SUPPLEMENTAL BENEFIT:

07/01/2019

All Terms

31% of Hourly
Wage Paid +
\$13.09

4-1049 Line/Gas

Elevator Constructor

07/01/2019

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:

07/01/2019

03/17/2020

Elevator Constructor \$ 66.95 \$ 69.56

Modernization &
Service/Repair \$ 52.44 \$ 54.56

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor \$ 40.93 \$ 41.92

Modernization &
Service/Repairs \$ 39.90 \$ 40.86

OVERTIME PAY

Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

*Note: 1st Term is based on Average wage of Constructor & Modernization.

Terms 2 thru 4 Based on Journeymans wage of classification Working in.

1 YEAR TERMS:

1st Term*	2nd Term	3rd Term	4th Term
50%	55%	65%	75%

SUPPLEMENTAL BENEFITS

Elevator Constructor

1st Term	\$ 32.72	\$ 33.38
2nd Term	33.51	34.20
3rd Term	34.80	35.55
4th Term	36.09	36.89

Modernization & Service/Repair

1st Term	\$ 32.66	\$ 33.33
2nd Term	33.13	33.82
3rd Term	34.36	35.09
4th Term	35.58	36.36

4-1

Glazier

07/01/2019

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 7/01/2019

Glazier	\$ 56.25
*Scaffolding	57.25
Glass Tinting & Window Film	28.74
**Repair & Maintenance	28.74

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$100,000. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

SUPPLEMENTAL BENEFITS

Per hour: 7/01/2019

Journeyworker	\$ 33.39
Glass tinting & Window Film	19.39
Repair & Maintenance	19.39

OVERTIME PAY

See (C*, D*, E2, O) on OVERTIME PAGE. (Premium is applied to the respective base wage only.)

* If an optional 8th hour is required to complete the entire project, the same shall be paid at the regular rate of pay. If a 9th hour is worked, then both hours or more (8th & 9th or more) will be paid at double time rate of pay.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, F, P) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

7/01/2019

1st term	\$ 19.44
2nd term	27.59
3rd term	33.35
4th term	44.77

Supplemental Benefits:

(Per hour)

1st term	\$ 15.86
2nd term	22.12
3rd term	24.41
4th term	28.76

8-1281 (DC9 NYC)

Insulator - Heat & Frost

07/01/2019

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2019	01/01/2020
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Insulators		
Heat & Frost	\$ 67.86	\$ 1.25/Hr. Additional

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators	\$ 34.06
Heat & Frost	

OVERTIME PAY

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

* 8th Hour paid at time and one half

** Triple time for Labor Day (If worked)

HOLIDAY

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

REGISTERED APPRENTICES

Wages:

1 year terms Per Hour:

Hired prior to 8/21/2017

	1st	2nd	3rd	4th
7/1/2019	\$27.14	\$33.93	\$40.72	\$50.90

Hired after 8/21/2017

7/1/2019	\$23.75	\$30.54	\$37.32	\$44.11
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Supplemental Benefits:

Hired prior to 8/21/2017

7/1/2019	\$13.62	\$17.03	\$20.44	\$25.55
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Hired after 8/21/2017

7/1/2019	\$11.92	\$15.33	\$18.73	\$22.14
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4-12

Ironworker

07/01/2019

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019

Ironworker Rigger \$ 62.84

Ironworker Stone
Derrickman \$ 62.84

SUPPLEMENTAL BENEFITS

Per hour: \$ 39.79

OVERTIME PAY

See (B, D1, *E, Q, **V) on OVERTIME PAGE

*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (18) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE

*Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th	5th	6th
07/01/2018	\$31.42	\$31.42	\$44.54	\$43.07	\$54.41	\$54.41

Supplemental benefits:

Per hour:	\$19.97	\$19.97	\$30.02	\$30.02	\$30.02	\$30.02
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9-197D/f

Ironworker

07/01/2019

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019

Ornamental \$45.90
Chain Link Fence \$45.90
Guide Rail \$45.90

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 54.05

OVERTIME PAY

See (B, B1, E2, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

1st term represents first 1-10 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	80%

Supplemental Benefits per hour:

1st Term	\$ 41.37
2nd Term	42.67
3rd Term	43.91

4th Term	46.44
5th Term	48.98

4-580-Or

Ironworker

07/01/2019

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:

07/01/2019

Ironworker:

Structural \$ 52.98

Bridges

Machinery

SUPPLEMENTAL BENEFITS

PER HOUR:

Journeyman \$ 77.40

OVERTIME PAY

See (B, B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$26.62
2nd	\$27.22
3rd - 6th	\$27.83

Supplemental Benefits

PER HOUR:

All Terms \$53.60

4-40/361-Str

Ironworker

07/01/2019

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour: 07/01/2019

Reinforcing &
Metal Lathing \$ 58.28

"Basic" Wage \$ 56.65**

**Overtime to be calculated on "Basic" wage

SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing &
Metal Lathing \$ 35.30

OVERTIME PAY

See (B, E, Q, *X) on OVERTIME PAGE

*Only \$22.00 per Hour for non worked hours

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Wages Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 26.38	\$ 30.38	\$ 35.38	\$ 37.38

SUPPLEMENTAL BENEFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 15.37	\$ 17.37	\$ 19.33	\$ 20.33

4-46Reinf

Laborer - Building

07/01/2019

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

WAGES

Per Hour: 07/01/2019

Building Laborer \$ 39.40

Asbestos Abatement Workers 36.00
(Re-Roofing Removal see Roofer)

SUPPLEMENTAL BENEFITS

Per Hour:

Building Laborer \$ 29.56
Asbestos Abatement Worker 16.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE
See also (H) for Fire Watch on OVERTIME PAGE
Asbestos Worker See (B, H)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE
Asbestos Worker see (5, 6, 8 & 28)

REGISTERED APPRENTICES

Regular Hours Work Terms

Term #1 1 hr to 1000hrs
Term #2 1001hrs to 2000hrs
Term #3 2001hrs to 3000hrs
Term #4 3001hrs to 4000hrs

Wages per hour:

1st Term	\$ 17.46
2nd Term	20.55
3rd Term	25.43
4th Term	30.41

Benefits per hour

1st Term	\$ 19.65
2nd Term	22.44
3rd Term	22.44
4th Term	22.44

4-66

Laborer - Heavy & Highway

07/01/2019

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Laborer (Heavy/Highway):

GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.

GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.

GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction, Traffic Control Personnel(flaggers)

WAGES PER HOUR:

	07/01/2019	06/01/2020
GROUP # 1		
Total Wage Paid	\$ 52.89	Additional
"Base Wage"	\$ 45.84	\$ 3.36
GROUP # 2		
Total Wage Paid	\$ 51.43	Additional
"Base Wage"	\$ 44.48	\$ 3.30
GROUP # 3		
Total Wage Paid	\$ 47.40	Additional
"Base Wage"	\$ 40.35	\$ 3.14

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$7.05 is difference between "Base" and "Total"

SUPPLEMENTAL BENEFITS

Per Hour:

ALL GROUPS \$ 30.86

After Forty (40)paid hours in a work week

OVERTIME PAY \$ 19.29

OVERTIME PAY

OVERTIME PAY

See (B, E2, F) on OVERTIME PAGE

NOTES: Premium/Overtime Pay to be calculated on "Base Wage" ONLY

Example Group# 3: \$40.35 X Time and One Half = \$60.52 + \$7.05 = \$67.57

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

Hazardous Material Work add an Additional 10% of base wage

HOLIDAY

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

4th Term calculate at Total Wage Paid.

1st 0-1000/Hrs.	60%
2nd 1001-2000/Hrs.	70%
3rd 2001-3000/Hrs.	80%
4th 3001-4000/Hrs.	90%

Supplemental Benefits per hour:

All APPRENTICES	\$ 30.86
After Forty(40) paid hours in a work Week	\$ 19.29

4-1298

Mason

07/01/2019

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2019	07/01/2020
		Page 49

Brick/Blocklayer \$ 61.82 Additional \$ 1.36

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$ 27.80

OVERTIME PAY

See (A, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journeyworkers Wage:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices \$ 18.95

4-1Brk

Mason - Building

07/01/2019

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2019	12/02/2019 Additional	06/01/2020 Additional
Tile Setters	\$ 58.95	\$0.88	\$0.88

SUPPLEMENTAL BENEFITS

Per Hour: \$ 24.56*+ \$9.34

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

* This portion of benefits subject to same premium rate as shown for overtime wages.

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6501-	
750	1500	2250	3000	3750	4500	5250	6000	6750	7000	
	\$19.73	\$24.39	\$31.20	\$35.85	\$39.19	\$42.34	\$45.70	\$50.35	\$53.02	\$56.68

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 13.20	\$ 13.25	\$ 15.85	\$ 15.90	\$ 17.27	\$ 18.82	\$ 20.17	\$ 20.22	\$22.26	\$28.01
									9-7/52A

Mason - Building

07/01/2019

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building:

	07/01/2019	01/01/2020 Additional \$0.95	06/01/2020 Additional \$0.95
Wages per hour:			
Mosaic & Terrazzo Mechanic	\$56.41		
Mosaic & Terrazzo Finisher	\$54.81		

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic	\$ 25.11* plus \$11.13
Mosaic & Terrazzo Finisher	\$ 25.11* plus \$11.11

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

Deduct \$6.50 from hourly wages before calculating overtime.

*This portion of benefits subject to same premium rate as shown for overtime wages.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wages per hour:

(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2019	\$ 24.95	\$ 27.43	\$ 29.94	\$ 32.42	\$ 34.94	\$ 37.41	\$ 42.40	\$ 47.40

Supplemental benefits per hour:

07/01/2019	\$ 12.56*	\$ 13.82*	\$ 15.07*	\$ 16.33*	\$ 17.58*	\$ 18.84*	\$ 21.35*	\$ 23.86*
	+\$8.82	+\$9.71	+\$10.58	+\$11.47	+\$12.34	+\$13.24	+\$15.02	+\$16.67

Apprentices hired after 07/01/2017:

Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2019	\$19.73	\$25.37	\$33.84	\$39.49	\$45.13	\$50.71

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th
07/01/2019	\$8.79*	\$11.30*	\$15.07*	\$17.58*	\$20.09*	\$22.60*
	+\$3.91	+\$5.02	+\$6.68	+\$7.79	+\$8.90	+\$10.02

9-7/3

Mason - Building

07/01/2019

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2019 01/01/2020 07/01/2020

Building-Marble Restoration:		Additional \$1.10	Additional \$1.10
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Marble, Stone & Terrazzo Polisher, etc	\$ 42.81
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SUPPLEMENTAL BENEFITS

Per Hour:
Journeyworker:

Building-Marble Restoration:
Marble, Stone &
Polisher \$ 28.06

OVERTIME PAY

See (B, *E, Q, V) on OVERTIME PAGE

*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

07/01/2019	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
	\$29.91	\$34.21	\$38.51	\$42.81

Supplemental Benefits Per Hour:

\$ 25.52	\$ 26.37	\$ 27.21	\$ 28.06
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9-7/24-MP

Mason - Building

07/01/2019

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Wages:	07/01/2019	12/30/2019	06/29/2020
		Additional	Additional
Marble Cutters & Setters	\$ 59.44	\$0.47	\$0.95

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 36.73

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

7500 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1- 750	751- 1500	1501- 2250	2251- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6751	6751- 7500
07/01/2019									
\$23.72	\$26.69	\$29.66	\$32.65	\$36.21	\$38.59	\$41.56	\$44.55	\$50.50	\$56.47

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$21.14	\$22.44	\$23.76	\$25.04	\$26.35	\$27.65	\$28.95	\$30.24	\$32.84	\$35.43

9-7/4

Mason - Building

07/01/2019

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2019	12/02/2019 Additional	06/01/2020 Additional
Tile Finisher	\$ 45.54	\$0.73	\$0.72

SUPPLEMENTAL BENEFITS

Per Hour:
\$ 21.26* + \$9.17

OVERTIME PAY

See (B, E, Q, *V) on OVERTIME PAGE

*This portion of benefits subject to same premium rate as shown for overtime wages
Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY

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

9-7/88A-tf

Mason - Building

07/01/2019

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2019	01/01/2020 Additional	07/01/2020 Additional
Marble, Stone, etc. Maintenance Finishers:	\$ 24.31	\$0.68	\$0.67

Note 1: An additional \$2.00 per hour
for time spent grinding floor using
"60 grit" and below.

Note 2: Flaming equipment operator
shall be paid an additional \$25.00 per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc
Maintenance Finishers: \$ 13.72

OVERTIME PAY

See (B, *E, Q, V) on OVERTIME PAGE

*Double hourly rate after 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:
07/01/2019

0-750	\$16.97
751-1500	\$17.95
1501-2250	\$18.93
2251-3000	\$19.90
3001-3750	\$21.38
3751-4500	\$23.33
4501+	\$24.31

Supplemental Benefits:
Per hour:

0-750	\$ 13.65
751-1500	\$ 13.66
1501-2250	\$ 13.67
2251-3000	\$ 13.68
3001-3750	\$ 13.69
3751-4500	\$ 13.71
4501+	\$ 13.72

9-7/24M-MF

Mason - Building / Heavy&Highway

07/01/2019

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2019	12/30/2019	06/29/2020
		Additional	Additional
Marble-Finisher	\$ 47.41	\$0.41	\$0.60

SUPPLEMENTAL BENEFITS

Journeyworker:
per hour

Marble- Finisher \$ 34.49

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

* Work beyond 8 hours on a Saturday shall be paid at double the rate.

** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway

07/01/2019

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2019
Cement Mason	\$ 51.97

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason	\$ 33.71
Overtime Rate*	\$ 54.42

OVERTIME PAY

See (*B1, Q, V) on OVERTIME PAGE

* Applies to 9th and 10th hours and up to the 10th hour on Saturday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following Percentage of Journeyworkers Wage.

1st Term	50%
2nd Term	60%
3rd Term	70%

Supplement Benefits per hour paid:

1st Term \$ 16.86 OT Rate \$ 27.22
2nd Term \$ 20.23 OT Rate \$ 32.66
3rd Term \$ 23.60 OT Rate \$ 38.10

4-780

Mason - Building / Heavy&Highway

07/01/2019

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks) Marble and Granite pavers 2'x 2' or larger.

Per Hour:

07/01/2019

Stone Setter \$ 64.42

Stone Tender \$ 44.89

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter \$ 33.30

Stone Tender \$ 19.40

OVERTIME PAY

See (*C, **E, Q) on OVERTIME PAGE

* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY

Paid: See (*18) on HOLIDAY PAGE

Overtime: See (5, 6, 10) on HOLIDAY PAGE

Paid: *Must work first 1/2.

REGISTERED APPRENTICES

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters wage rate per hour:

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	100%

Supplemental Benefits:

All Apprentices \$ 20.44

4-1Stn

Mason - Heavy&Highway

07/01/2019

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019

Pointer, Caulkers & Cleaners \$ 53.67

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & Caulkers \$ 27.14

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms at the following wage rates.

1st	2nd	3rd	4th
\$ 26.36	\$ 29.42	\$ 34.80	\$ 41.93

Apprentices Supplemental Benefits:
(per hour paid)

\$ 14.30	\$ 18.24	\$ 20.99	\$ 21.99
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4-1PCC

Operating Engineer - Building

07/01/2019

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

BUILDING CATEGORIES:

CLASS "AA" CRANES:

ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles), Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver, Vertical Drill Rig (115,000lbs and over and 114,999lbs and under).

CLASS "A":

ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), Cherry picker CAP (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hydraulic Cherry picker/Crane (2seats), Hoist (3drum or multi platform), Laser Screed, Loading Machine (Bucket/CAP 10yds or more), Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch (stone setting/structural steel), Powerhouse, Scoop Carry-All Scraper (in tandem), Sideboom Tractor (includes tank work), Track Alignment Machine, Stone Spreader (self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Zamboni.

CLASS "B":

Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Conveyor-Multi, Curb Machine (asphalt or concrete), Dinky Locomotive, Drill Rig (dowels) Fork Lift, Hoist (2 Drum), Loading Machine & Front End Loader, Mechanical Compactors (machine drawn), Mulch Machine(Machine Fed), Post Hole/Auger, Power Wincher (Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer/Bobcat, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":

Concrete Finish/Saw/Spreader, Dirt Roller, Hoist (1 drum), Interior Hoist, Milling Machine (small), Oiler Truck Crane (pile work), Power Broom, Vactor Truck, VacAll.

CLASS "D":

Boiler (thermoplastic), Concrete Breaker, Conveyor, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Maintenance Engineer (small equipment/well point/welding & burning), Mechanic (field man), Micro-Trap with Compressor, Oiler (Truck Crane Boom 100ft or more) Power Winch Truck Mounted (Stone Setter/Struct.Steel), Pin Puller, Portable Heaters, Power Buggies, Pump (double action diaphragm), Pump (4 inch or over), Pump (hydraulic/submersible) Jet Pump, Pulvi-Mixer, Ridge Cutter, Shot Blaster.

CLASS "E":

Batching Plant, Compressor (structural steel/2 or more battery), Generator (small), Grinder, Ground Heater, Power Grinder, Mixer with Skip, Mulching Machine (hand fed), Oiler, Pipeline Welder Helper, Power Washer, Pumps (up to 3 inch/single action 1 to 3 inches), Pump (gypsum), Root Cutter, Stump Chipper, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (pile work/structural steel), Deckhand on Work/Inspection/Safety Boat.

07/01/2019

6/01/2020

Additional

Class "AA" \$ 75.40

\$ 3.50

Cranes: Boom length over 100 feet add \$ 1.00

" " " 150 " " \$ 1.50 " "

" " " 250 " " \$ 2.00 " "

" " 350 " " \$ 3.00 " "

Class "A"	62.53	3.10
Add \$3.50 for Hazardous Waste Work		
Class "B"	59.27	2.99
Add \$2.50 for Hazardous Waste Work		
Class "C"	57.09	2.93
Add \$1.50 for Hazardous Waste Work		
Class "D"	42.98	2.50
Add \$1.00 for Hazardous Waste Work		
Class "E"	41.03	2.44

SUPPLEMENTAL BENEFITS

Per Hour:

All Classes	\$ 38.10
Overtime Rate	32.60

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

"NOTE" Employee must be Employed day before
and day after Holiday to receive Holiday Pay.

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

1st Term	\$ 21.94	\$1.13
2nd Term	22.80	1.15
3rd Term	23.48	1.17

Supplemental Benefits per hour:

All Apprentices	\$ 15.64
Overtime Rate	5.60

4-138

Operating Engineer - Building / Heavy&Highway

07/01/2019

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2019	08/01/2019	08/01/2020 Additional 3%
Well Driller	\$ 37.33	\$ 38.40	
Well Driller Helper	32.49	33.42	3%
Hazardous Waste Differential Added to Hourly Wage:			
Level A	\$ 3.00	\$3.00	
Level B	2.00	2.00	
Level C	1.00	1.00	

Monitoring Well Work

Add to Hourly Wage:

Level A	\$ 3.00	\$3.00
Level B	2.00	2.00

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2019	08/01/2019
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Well Driller & Helper	10% of straight time rate plus \$ 12.20	10% of straight time rate plus \$ 12.25
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Additional \$ 4.00 for Premium Time Hours Worked

OVERTIME PAY

See (B2, P, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 16, 23) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour:	07/01/2019	08/01/2019
1st Term	\$ 21.94	\$ 21.94
2nd Term	22.80	22.80
3rd Term	23.48	23.48

SUPPLEMENTAL BENIFITS

Per Hour:

1st Term	10% of Wage + \$ 5.10
2nd Term	10% of Wage + \$ 5.60
3rd Term	10% of Wage + \$ 6.60

BENEFITS AT PREMIUM TIME

Per Hour:

1st Term	10% of Wage + \$ 5.85
2nd Term	10% of Wage + \$ 6.60
3rd Term	10% of Wage + \$ 8.10

4-138well

Operating Engineer - Heavy&Highway

07/01/2019

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

HEAVY and HIGHWAY CATEGORIES:

CLASS "AA" CRANES:

ABI Machine (150,000lbs and over), ABI Machine (149,000lbs and under driving steel sheets), Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver.

CLASS "A":

ABI Machine (149,000lbs and under for Augering or Drilling), Asphalt Spreader, Backhoe Crawler (360 Swing & over 150,000lbs), Backhoe Crawler (360 Swing & under 149,000lbs), Barrier Machine, Cherrypicker Cap (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, Grader, Gradall, Hoist (3 drum or multi-platform), Hydraulic Cherrypicker/crane (2 seats), Loading Machine (bucket 10 yds. or more), Laser Screed, Milling Machine (Large), Pipeline Welder, Plant Engineer. Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Scoop-Carryall-Scaper in Tandem, Side Boom Tractor, Side Boom Tractor (Tank Work), Stone Spreader(self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Tank Work, Track Alignment Machine.

CLASS "B":

Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker (under 70 tons), Conveter-Multi, Curb Machine Asphalt/Concrete, Dinky Locomotive, Drill Rig for Dowels, Field Mechanic, Fork Lift, Hoist (2 Drum), Loading Machine, Loading Machine (Front End), Mechanical Compactors (Machine Drawn), Mulching Machine (Machine Fed), Post Hole/Auger, Power Winch (other than structural steel), Pump Hydraulic (with boring machine), Asphalt Roller, Scoop (carry-all, scraper), Skid Loader/Steer, Vermeer Cutter, Work Boat, Inspection & Safety Boat.

CLASS "C":

Concrete Finish/Saw/Spreader Machines, Dirt Roller, Hoist (1 drum), Interior Hoist, Oiler Truck Crane(Pile work), Power Broom, Small Milling Machine, Vactor Truck/VacAll Truck.

CLASS "D":

Boiler (Thermoplastic), Concrete Breaker, Conveyor, Curing Machine, Fireman, Fork lift (walk behind), Generator, Hydra Hammer, Maintenance Engineer (small equipment/Well Point/Welding & Burning), Compactors (hand operated), Pin Puller, Portable Heaters, Power Buggies, Pulvi Mixer, Pumps (double action/4 inch and over/Hydraulic/Submersible & Jet), Ridge Cutter, Robotic Unit Operator(Trenchless Pipe Rehab-Cleaning & Television of Sewers/CCTV Inspection), Shotblaster.

CLASS "E":

Batching Plant (On Job Site), Compressor (structural steel/2 or more in battery), Generator(small), Grinder, Ground Heater(boilers), Power Grinder, Mixer (with skip), Mulching Machine (hand feed), Oiler, Pipeline Welder Helper, Power Washer, Pump(up to 3 inches/Gypsum/Single action 1 to 3 inches), Root Cutter, Stump Grinder, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (Pile Work/Structural Steel), Deckhand (on Work/Inspection/Safety Boat).

	07/01/2019	6/01/2020 Additional
Class "AA"	\$ 77.78	\$ 3.48
Cranes: Boom Length over 100 feet add \$ 1.00 per hour		
" " " 150 " " \$ 1.50 " "		
" " " 250 " " \$ 2.00 " "		
" " " 350 " " \$ 3.00 " "		
 Class "A"	68.83*	3.22
*Add \$3.50 for Hazardous Waste Work.		
 Class "B"	64.30*	3.07
*Add \$2.50 for Hazardous Waste Work.		
 Class "C"	62.00*	3.01
*Add \$1.50 for Hazardous Waste Work		
 Class "D"	47.08*	2.56
*Add \$1.00 for Hazardous Waste Work		
 Class "E"	45.00	2.50

"NOTE": ADD 30% to straight time hourly wage for NEW YORK STATE
D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

SUPPLEMENTAL BENEFITS

Per Hour:

ALL CLASSES \$ 38.35

Note: OVERTIME AMOUNT 32.60

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE

"Note" Employee must be employed day before and day after
a holiday to receive holiday pay.

REGISTERED APPRENTICES

Wage per hour:

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

		Additional
1st Term	\$ 28.00	\$ 1.31
2nd Term	22.80	1.34
3rd Term	23.48	1.37

SUPPLEMENTAL BENEFITS:

APPRENTICES 15.64
Note: Overtime Amount 5.60

4-138

Operating Engineer - Heavy&Highway

07/01/2019

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the survey party

Categories cover GPS & Under Ground Surveying

Per Hour: 07/01/2019

Heavy Highway/Building

Party Chief \$ 67.76

Instrument Man 51.66

Rodman 44.30

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Highway/Building \$ 34.23

Premium*:

Heavy Highway/Building \$ 43.40

Premium**:

Heavy Highway/Building \$ 52.56

* Applies to instances where 1-1/2 regular rate are paid

**Applies to instances where 2 times the rate are paid.

OVERTIME PAY

See (B, *E, Q) on OVERTIME PAGE

* Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

4-15D-N/S co.

Operating Engineer - Marine Dredging

07/01/2019

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour: 07/01/2019 10/01/2019

CLASS A1 \$ 39.23 \$ 40.31

Deck Captain, Leverman

Mechanical Dredge Operator

Licensed Tug Operator 1000HP or more.

CLASS A2 34.96 35.92

Crane Operator (360 swing)

CLASS B To conform to Operating Engineer
Dozer, Front Loader Prevailing Wage in locality where work
Operator on Land is being performed including benefits.

CLASS B1 33.93 34.86

Derrick Operator (180 swing)

Spider/Spill Barge Operator

Operator II, Fill Placer,

Engineer, Chief Mate, Electrician,
Chief Welder, Maintenance Engineer
Licensed Boat, Crew Boat Operator

CLASS B2 Certified Welder	31.94	32.82
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.07	31.92
CLASS C2 Boat Operator	30.06	30.89
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	24.97	25.66

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2019 \$11.23 plus 7.5% of straight time wage, Overtime hours add \$ 0.63	10/01/2019 \$11.88 plus 7.5% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$10.93 plus 7.5% of straight time wage, Overtime hours add \$ 0.48	11.58 plus 7.5% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.63 plus 7.5% of straight time wage, Overtime hours add \$ 0.33	11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.33

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

07/01/2019

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

WAGES

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

Per hour:

07/01/2019

Survey Classifications

Party Chief	\$ 43.71
Instrument Man	36.43
Rodman	31.84

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 19.50

OVERTIME PAY

OVERTIME:..... See (B, E*, Q, V) ON OVERTIME PAGE.

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Operating Engineer - Trenchless Pipe Rehab

07/01/2019

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

IMPORTANT NOTE: This Category & Classifications are now located in
Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

Per Hour:

07/01/2019

(SEE)

Robotic Unit Operator

Operator(class D)

Technician/Boiler, Generator

Operator(classes C&D)

AM Liner/Hydra Seal

Laborer(Grp#3)

Hobas Pipe, Polyethylene Pipe or
Pull and Inflate Liner

Laborer(Grp#3)

OVERTIME PAY

HOLIDAY

4-138TrchPReh

Painter

07/01/2019

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2019

Brush \$ 48.20*

Abatement/Removal of lead based
or lead containing paint on
materials to be repainted. 48.20*

Spray & Scaffold \$ 51.20*

Fire Escape 51.20*

Decorator 51.20*

Paperhanger/Wall Coverer 50.97*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2019

Paperhanger \$ 29.47

All others 27.59

Premium 30.35**

**Applies only to "All others" category, not paperhanger journeyworker.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rate.

Per hour:	07/01/2019
Appr 1st term...	\$ 18.39*
Appr 2nd term...	24.02*
Appr 3rd term...	29.12*
Appr 4th term...	38.95*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	07/01/2019
Appr 1st term...	\$ 14.16
Appr 2nd term...	17.17
Appr 3rd term...	19.77
Appr 4th term...	24.91

8-NYDC9-B/S

Painter

07/01/2019

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceadhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern Blvd. At Northern Blvd. going east the district north of Northern Blvd. to Port Washington Blvd. West of Port Washington Blvd. to St. Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor Haven, Harbour Acres.

WAGES

Per hour:	07/01/2019
Drywall Taper	\$ 48.20*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2019
Journeyman	\$ 27.59

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages - Per Hour:	07/01/2019
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1500 hour terms at the following wage rate:

1st term	\$ 18.39*
2nd term	\$ 24.02*
3rd term	\$ 29.12*
4th term	\$ 38.95*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

1st year	\$ 14.16
2nd year	\$ 17.17
3rd year	\$ 19.77
4th year	\$ 24.91

8-NYDCT9-DWT

Painter

07/01/2019

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Atlantic Beach, Ceaderhurst, East Rockaway, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike & Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St. Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour: 07/01/2019

Drywall Taper \$ 53.98

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2019

Journeyworker: \$ 20.95

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

12 month terms (year consists of 1500 hours).

	07/01/2019
1st year	\$ 20.63
2nd year	\$ 32.43
3rd year	\$ 43.21

Supplemental Benefits per hour:

One (1) year term at the following dollar amount:

1st term	\$ 11.95
2nd term	\$ 16.55
3rd term	\$ 18.75

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel

07/01/2019

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour:

STEEL:

Bridge Painting: 07/01/2019

\$ 49.50

+ 6.38*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	07/01/2019
	\$ 9.50
	+26.05*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

	07/01/2019
1st year	\$ 23.13
2nd year	34.73
3rd year	46.30

Supplemental Benefits - Per hour:

1st year	\$ 13.44
2nd year	20.16
3rd year	26.88

8-DC-9/806/155-BrSS

Painter - Line Striping

07/01/2019

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2019
Striping-Machine Operator*	\$ 29.93
Linerman Thermoplastic	\$ 36.06

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

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2019
Journeyworker:

Striping-Machine operator	\$ 7.44
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Linerman Thermoplastic \$ 7.44

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rates:

07/01/2019

1st term	\$ 11.97
2nd term	17.96
3rd term	23.94

Supplemental Benefits per hour:

1st term	\$ 7.44
2nd term	7.44
3rd term	7.44

8-1456-LS

Painter - Metal Polisher

07/01/2019

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

07/01/2019

Metal Polisher	\$ 30.58
Metal Polisher*	31.53
Metal Polisher**	34.08

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2019

Journeyworker:

All classification \$ 7.72

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

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

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

07/01/2019

1st year	\$ 15.00
2nd year	15.00
3rd year	15.75

1st year*	\$ 17.39
2nd year*	17.44
3rd year*	18.29

1st year**	\$ 19.50
2nd year**	19.50
3rd year**	20.25

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 5.52
2nd year	5.52
3rd year	5.52

8-8A/28A-MP

Plasterer

07/01/2019

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:

	07/01/2019	08/01/2019
Building:		
Plasterer/Traditional & Spraying Fireproofing	\$ 45.58	\$ 54.56

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 26.27	\$ 22.62
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

(per hour)

800 hours term:

	07/01/2019	08/01/2019
1st term	\$18.33	\$28.34
2nd term	\$20.62	\$30.59
3rd term	\$25.21	\$38.41
4th term	\$27.50	\$41.41
5th term	\$32.08	
6th term	\$34.37	

Supplemental Benefits:

(per hour):

(800) hours term:

	07/01/2019	08/01/2019
1st term	\$ 13.88	\$ 14.27
2nd term	\$ 14.36	\$ 15.39
3rd term	\$ 16.44	\$ 17.14
4th term	\$ 17.53	\$ 18.01
5th term	\$ 19.72	
6th term	\$ 20.81	

9-262

Plumber

07/01/2019

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

07/01/2019

5/01/2020

Plumber/
PUMP & TANK

\$ 44.99

\$ 45.49

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber	\$ 29.14	\$ 30.64
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OVERTIME PAY

See (B, B2, E2, Q, *V) on OVERTIME PAGE

(V) For Sundays & Holidays if Worked Only

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

One(1) Year Terms at the Following

Percentage of Journeymans wage:

1st Term	30%
2nd Term	40%
3rd Term	50%
4th Term	60%
5th Term	70%

Supplemental Benifits Per Hour:

1st Term	\$17.47	\$18.72
2nd Term	\$17.86	\$19.36
3rd Term	\$18.68	\$20.18
4th Term	\$19.06	\$20.56
5th Term	\$22.29	\$23.79

4-200 Pump & Tank

Plumber

07/01/2019

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2019	11/01/2019	05/01/2020
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Plumber	\$ 52.48	\$ 52.48	\$ 52.48
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SUPPLEMENTAL BENEFITS

Per Hour:

Plumber	\$ 41.98	\$ 42.98	\$ 43.98
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OVERTIME PAY

See (A, E, Q, *V) on OVERTIME PAGE

CODE "V" is only for SUNDAYS and HOLIDAYS THAT ARE WORKED

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

One(1) Year Terms at the following percentage of Plumbers Rate:

1st Term	2nd Term	3rd Term	4th Term	5th Term
30%	40%	50%	60%	70%

Supplemental Benefits per hour:

	07/01/2019	11/01/2019	05/01/2020
1st Term	\$ 29.46	\$ 30.46	\$ 31.96
2nd Term	31.77	32.77	34.27
3rd Term	33.14	34.14	35.64
4th Term	34.63	35.61	37.13
5th Term	36.21	37.21	38.71

4-20

Plumber

07/01/2019

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

07/01/2019 5/01/2020

Plumber

MAINTENANCE ONLY

\$ 30.24

\$ 34.74

Maintenance: Correction of problem(s) with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber

Maintenance

\$ 20.86

\$ 22.36

OVERTIME PAY

See (B, B2, J) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 15, 16) on HOLIDAY PAGE

4-200 Maintenance

Roofer

07/01/2019

JOB DESCRIPTION Roofer

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour

07/01/2019

05/01/2020

ROOFER/Waterproofers

Additional

Total Wage
to be Paid

\$ 45.00

\$ 1.50

"Base" Wage

41.00**

SUPPLEMENTAL BENEFITS

Per Hour:

ROOFER/Waterproofers

\$ 33.12

OVERTIME PAY

Per Hour:

NEW ROOF SEE (B,E,Q)

RE-ROOF SEE (B,E,E2,Q)

NOTE:** Overtime Pay to be calculated on "BASE" Wage then add \$4.00.

(Example: \$41.00 x time and one half = \$61.50 + \$4.00 = \$65.50)

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 13, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) Year terms at the following Percentage of Roofers/Waterproofers Wage.

1st	2nd	3rd	4th
40%	50%	70%	80%

Supplemental Benefits per hour:

07/01/2018

1st Term

\$ 9.18

2nd Term

11.35

3rd Term

23.39

4th Term

26.65

4-154

Sheetmetal Worker

07/01/2019

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019

Sign Erector \$ 50.45

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2019

Sign Erector \$ 46.66

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS

Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$13.11	\$14.85	\$16.59	\$18.34	\$25.56	\$27.80	\$30.76	\$33.07	\$35.36	\$37.65

4-137-SE

Sheetmetal Worker

07/01/2019

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019 08/01/2019
Additional

Sheetmetal Worker \$ 53.97 \$ 2.00

Temporary Operation or
Maintenance of Fans

43.18

SUPPLEMENTAL BENEFITS

Per Hour:

Sheetmetal Worker \$ 46.49

Maintenance Worker 46.49

OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE

For Maintenance See Codes B,E, Q & V

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Per Hour:Wages

Six(6) Month Terms As Follows:

1st & 2nd Term	\$ 18.93
3rd & 4th Term	24.32
5th & 6th Term	29.72
7th & 8th Term	37.81
9th Term	43.20

Per Hour: Supplemental Benifits

1st & 2nd Term	\$ 17.11
3rd & 4th Term	23.53
5th & 6th Term	27.69
7th & 8th Term	33.85
9th Term	38.13

4-28

Steamfitter

07/01/2019

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2019	01/01/2020 Additional
AC Service/Heat Service	\$ 41.75	\$ 1.00

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
Refrigeration Compressor installation.
Air Condition / Heating Compressor installation up to 15hp (combined).

SUPPLEMENTAL BENEFITS

Per Hour

AC Service/Heat Service	\$ 17.06
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms

Wages per hour:

1st Term	\$ 20.22
2nd Term	24.39
3rd Term	28.42
4th Term	34.31

Benefits per hour:

1st Term	\$ 11.61
2nd Term	12.65
3rd Term	13.76
4th Term	15.25

4-638B-StmFtrRef

Steamfitter

07/01/2019

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2019	01/01/2020 Additional
Sprinkler/Steam	\$ 64.56	\$ 1.00

Fitter

Temporary \$ 49.08
Heat & AC
Fitter

Note: Add 15% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2019

Sprinkler/Steam \$ 49.69
Fitter

Temporary 41.11
Heat & AC
Fitter

Note: Add 15% to Hourly Benefit for "Contracting Agency" Mandated Off Shift Work.

OVERTIME PAY

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

(D*) For Temporary Heat & AC Fitter, on Fire Protection/Sprinkler contracts under \$3,000,000.00 and HVAC/Mechanical contracts under \$30,000,000.00.

(V**) Benefit Amount to be paid:

Sprinkler/Steam \$ 76.30

Temp Heat/AC 58.36

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

1 year Terms at the Following:

WAGES per hour:

07/01/2019

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 25.86	\$ 32.31	\$ 41.99	\$ 51.66	\$ 54.89

SUPPLEMENTAL BENEFIT per hour:

07/01/2019

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 20.70	\$ 25.67	\$ 33.09	\$ 40.52	\$ 43.00

Premium Time Amounts:

\$ 30.52	\$ 38.16	\$ 49.60	\$ 61.04	\$ 64.86
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4-638A-StmSpFtr

Teamster - Asphalt Delivery

07/01/2019

JOB DESCRIPTION Teamster - Asphalt Delivery

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

07/01/2019

Asphalt Delivery \$ 37.545

Light Construction Work:

Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

07/01/2019

Asphalt Delivery \$ 32.16

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work

TRUCK DRIVER

07/01/2019

Asphalt Delivery \$ 46.6825

Light Construction Work

TRUCK DRIVER

07/01/2019

Asphalt Delivery \$ 13.05

OVERTIME PAY

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

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

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

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

4-282

Teamster - Building

07/01/2019

JOB DESCRIPTION Teamster - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Truck Driver (Building Demolition & Debris)

07/01/2019

Trailers \$ 34.62

Straight Jobs \$ 34.31

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications

07/01/2019

\$ 43.13

OVERTIME PAY

See (B, E, S1) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 25, 26) on HOLIDAY PAGE

4-282

Teamster - Delivery of Concrete

07/01/2019

JOB DESCRIPTION Teamster - Delivery of Concrete

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

Shall Include the supply of Ready-Mix Concrete for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools & Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

07/01/2019

Concrete Delivery

\$ 40.005

Light Construction Work:

Shall include the supply of Ready-Mix Concrete for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

07/01/2019

Concrete Delivery

\$ 36.005

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work

07/01/2019

Concrete Delivery

\$ 43.955

Light Construction Work

07/01/2019

Concrete Delivery

\$ 15.235

OVERTIME PAY

NOTE: Heavy Construction:B2,I

Light Construction:B,E,P

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

4-282n

Teamster - Heavy&Highway

07/01/2019

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

Shall include the construction, improvement or modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

07/01/2019

Site Excavating

(Chauffeurs)

\$ 41.185

Light Construction Work:

Shall include the construction, improvement and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

Site Excavating

(Chauffeurs)

30.84

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2019

Heavy Construction Work

Chauffeurs

\$ 45.8925

Light Construction Work

Chauffeurs

17.08

OVERTIME PAY

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

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

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

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

4-282

Welder

07/01/2019

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2019

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday



New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone: ()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building

☐ 2. Addition to Existing Structure

☐ 3. Heavy and Highway Construction (New and Repair)

☐ 4. New Sewer or Waterline

☐ 5. Other New Construction (Explain)

☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

☐ 7. Demolition

☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 06/27/2019

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANNA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/12/2020
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		ANGELO F COKER			12/04/2018	12/04/2023
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	*****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	*****6046	ATLANTIC SUN CONSTRUCTION CORP		58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	NYC	*****2591	AVI 212 INC.		260 CROSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020

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DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34838	11/10/2015	11/10/2020
DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	*****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****6745	CATSKILL FENCE INSTALLATIONS INC		5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021

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DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	NYC	*****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2810 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROADAUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	*****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020

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DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	NYC	*****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	*****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETSYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023

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DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296 EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302 STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/13/2020
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACE YONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020

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DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/13/2020
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6E JACSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998

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DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020

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DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020

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DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	09/16/2013	09/15/2019
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	NYC	*****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	NYC	*****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****7417	TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022

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DOL	DOL		TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL	*****7417	TADCO CONSTRUCTION CORP		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWTALANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	*****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROPSY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTI BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020

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Article 8

DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

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Appendix EE
Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under

the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any

recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix D

Introduced by Legislator Denenberg

Local Law No. 172006

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

Passed by the Nassau County Legislature on November 13, 2006

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

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

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

Section 1. This law shall be known as the Ultra Low Sulfur Diesel Fuel Law and shall appear in the miscellaneous laws as title sixty-two.

§ 2. Definitions.

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

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

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

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

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

"County" means County of Nassau.

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

"EPA" means the United States Environmental Protection Agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 4. County executive discretion regarding technology.

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

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

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

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

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

§ 5. Classification of diesel emission control strategies.

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

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

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

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

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

§ 6. Contractor violations.

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

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

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

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

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

§ 8. Waiver.

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

§ 9. Report to county executive and legislature.

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

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

c. the report due January first, two thousand eight in accordance with paragraph a of this section shall only include the information required pursuant to subparagraphs (i), (ii), and (vii) of such paragraph.

§10. Inapplicability.

This law shall not apply:

a. when federal or state funding precludes the county from imposing the requirement of this law; or

b. to purchases that are emergency procurements pursuant to the County charter or any local law allowing for such emergency procurements.

c. where such applicability would interfere with the purchase, lease or operation of emergency response vehicles operated by the Department of Emergency Management or the Nassau County Police Department.

d. to a diesel powered non-road vehicle where: 1) the commissioner certifies that the best available technology for reducing the emission of pollutants as required herein is unavailable for such vehicle, in which case such agency or contractor shall use whatever technology is available and appropriate for such vehicle that the commissioner approves for reducing the emission of pollutants; or 2) the vehicle is used for fewer than five calendar days per contract; or 3) the commissioner issues a written waiver based upon a finding that the use of the best available technology for reducing the emission of pollutants may present a hazard or threat to the safety of the operator, other workers or members of the public.

§ 11. Severability.

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


paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 12. SEQRA Determination

It is hereby determined, based on the recommendation of the Nassau County Planning Commission acting in an advisory capacity to the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section 1611 of the County Government Law of Nassau County, that this Local Law will not have a significant impact on the environment and that no further environmental review or action is required. A record of the Planning Commission's recommendation of negative declaration for this action shall be maintained in a file, readily accessible to the public, at the office of the Planning Commission.

§ 13. Effective date.

This local law shall take effect immediately.

APPROVED

County Executive

ARTICLE XVII. PRICES

The County shall pay as set forth in this Contract and the Contractor shall receive the price stipulated as full compensation for everything furnished and done by him under this Contract, and for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the work and for all expense incurred by or in consequence of the discontinuance of the work herein specified, and for well and faithfully completing the work and the whole thereof as herein specified, and for making repairs to and maintaining the work in good condition until the final acceptance of the work.

ARTICLE XVIII. PAYMENTS

- A. On or about the first of each month, the Contractor may make an estimate of the amount and the fair value of the work done and may apply for partial payment therefor. The Contractor shall revise the estimate as the Engineer may direct. Whenever the monthly estimate of the Contractor, as approved by the Engineer, shows that the value of the work completed during the previous month exceeds one thousand (\$1,000.00) dollars in amount, the Commissioner will issue a certificate for such work. The Commissioner will thereupon cause the amount therein to be paid to the Contractor.
- B. Before any payments shall be made under this contract, the Contractor and all subcontractors performing any part of the work called for by this Contract must file in the office of the Department of Public Works of the County of Nassau verified statements provided for this Section 220-a of the Labor Law, as amended, certifying to the amounts then due and owing from the Contractor and subcontractor filing such statements to any and all laborers for daily or weekly wages on account of laborer performed upon the work under this Contract, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively.
- C. The Contractor must set forth in his statement the names of all his subcontractors and each subcontractor must likewise in his statement set forth the names of his subcontractors. If the Contractor or subcontractor has no subcontractor, he shall so state in his statement. If there be nothing due and owing to any laborer for daily or weekly wages on account of labor performed upon the work under this Contract, verified statements to that effect must be filed by the Contractor and all subcontractors before any payments are made under this Contract.

ARTICLE XIX. FINAL PAYMENT

Within fifteen days after completion of the work and compliance with all the terms of this Contract, and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from but not a part of the work under this Contract, the Commissioner of Public Works shall cause a final inspection to be made for approval of all work included in this Contract and shall issue a final certificate of completion to the Contractor for the work done under the Contract. The County shall, not later than thirty (30) days after the acceptance of this work, pay the Contractor the entire sum so found to be due thereunder after deductions of all previous payments and all previous payments and all percentages and amounts to be kept and retained under provisions of the contract. All prior estimates and payments shall be subject to correction in the final estimate and payment.

ARTICLE XX. NO ESTOPPEL

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

ARTICLE XXI. NO WAIVER OF RIGHTS

Neither the inspection by the County nor by the Commissioner of Public Works, nor by any of their employees, nor any order, measurements or certificate of the Commissioner of Public Works, nor any order of the County for payment of money, nor any money, nor any payment for or acceptance of the whole or any part of the work by the Commissioner of Public Works, or the County, nor any extension of time, nor any possession by the County or its employees, shall operate as a waiver of any provision of this Contract, nor any power herein provided, nor shall any waiver of any breach of this Contract be held as a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; i.e. - in addition to each and every other former suit, action or legal proceeding. The County shall also be entitled as of right to an injunction against any breach of the provisions of this Contract.

ARTICLE XXII. CLAIMS AND LIABILITY

No person other than the signer of this Contract as Contractor has any interest hereunder, and no claims shall be made or be valid and neither the County nor any agent thereof shall be liable, or be held to pay any money, except as hereinbefore provided. The acceptance by the Contractor of the last payment shall operate as and shall be a release to the County and every officer or agent thereof, from any claims and liability to the Contractor for anything done or furnished, or any act or neglect of the Contractor or any person relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the performance Bond.

ARTICLE XXIII. FINAL COMPENSATION

Upon the faithful performance of the work herein embraced as set forth in the Contract, and its acceptance by the Commissioner of Public Works, the County of Nassau hereby agrees to pay and the Contractor agrees to receive the prices stipulated in the proposal as full compensation for work done under the Contract.

ARTICLE XXIV. SPECIFICATION REFERENCES

All specifications, conditions and all other matter contained in the book prepared by the Department of Public Works of the County of Nassau and entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development Construction" and the Standard "Traffic Signal Specifications & Standard Drawings" except as modified on the plans or in the itemized proposal including addenda to the specifications, shall be a part of this Contract and incorporated therein by reference.

ARTICLE XXV. CONTRACTOR'S MAINTENANCE/GUARANTEES.

The Contractor hereby agrees to repair any imperfections that may arise and to maintain in a manner satisfactory to the Commissioner all of his work for a period of one year from date of final acceptance of the Contract. The Contractor also agrees, for this period, to indemnify and save harmless the County, its Officers and agents from any injury done to property or persons as a direct or alleged result of imperfections in his work and shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

ARTICLE XXVI. SCHEDULE OF REQUIREMENTS

A. The following schedule shall apply to the appropriate articles of this agreement:

1. TIME FOR COMPLETION, **Thirty-six (36) months**, With an extension of (1) one year at the discretion of the Commissioner.

2. INSURANCE:

a. Contractor's Public Liability Insurance and Owner's Protective Public Liability Insurance shall be equal to the following minimum limits of liability:

1) Minimum Limits of Liability, for each occurrence.

a) Personal Injury - \$ 2,500,000

b) Property Damage - \$ 500,000

c) Or a Combined Single Limit of \$ 3,000,000 or greater.

b. Owner's Contingent public liability Insurance

1) For named insured, see: Article XIII. Sec. D.

3. Additional Named Insured (s) on Owners Protective Policy: EACH INSURED TO BE PROTECTED TO THE FULL LIMITS OF LIABILITY Protection to be extended to the owner of record of each parcel of real property upon which the contractor will operate. In case of public thoroughfares, the municipalities having jurisdiction thereof, shall be protected.

4. LIQUIDATED DAMAGES, **\$500.00** per day

ARTICLE XXVII. SUPERVISION

The Contractor shall give his personal supervision to the faithful prosecution of the work and in case of his absence he shall have a competent English-speaking representative or foreman on the ground who shall follow without delay all instructions of the Commissioner or his assistants in the prosecution and completion of the work and every part thereto, in full authority to supply men/women, material and labor immediately.

ARTICLE XXVIII. SUBLET OR ASSIGN

A. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title or interest in or to it or any part thereof, or his power to execute it or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement unless the previous written consent of the County Executive shall first be obtained thereto, and

the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other subcontracts or assignments. The County Executive reserves the right to limit the total amounts of subcontracts to 60 percent (60%) of the total contract price.

- B. Before making any subcontract, the Contractor must submit a written statement to the Commissioner giving the name and address of the proposed subcontractor, the portion of the work materials which he is to perform and furnish, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract. As part of the approval process, the Contractor will assure that the proposed Subcontractor is registered in the County's financial and E-Procurement systems.
- C. If the Commissioner finds that the proposed subcontractor is qualified and is registered in the above cited system (see paragraph b., above) he will notify the Contractor.
- D. The Commissioner may revoke his approval of a subcontractor when, such subcontractor evidences an unwilling or inability to perform his work in strict accordance with this Contract.
- E. No assignment will receive approval unless the instrument of assignments contains a clause to the effect that it is agreed that the funds to be paid the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.
- F. The approval of the Commissioner of a subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the County for the acts of defaults of his subcontractor and of such subcontractor's officers, agents, and employees, each of whom shall, for all purposes, be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the County.
- G. In addition, the Contractor, at the time of receiving approval from the Commissioner of the name of a subcontractor, shall, before permitting such subcontractor to commence any work contemplated by this Contract, furnish two certificates of workmen's compensation coverage of the employees of said subcontractor. Unless such certificates shall be furnished to the Commissioner, the approval of such subcontractor shall be deemed revoked.

ARTICLE XXIX. COMPTROLLER'S CERTIFICATE

This Contract shall not be binding or of any force unless the County Comptroller shall endorse thereon his certificate that there remains unexpended and unapplied a balance of the appropriation of fund applicable thereto sufficient to pay the estimated expense of executing this Contract as certified by the Officers making the same. In addition the Contractor shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the County of Nassau.

Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the Comptroller of the County of Nassau or his duly designated representative.

ARTICLE XXX. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEPARABILITY;
SUPEREMACY; COMPLIANCE WITH LAW

1. Every provision of Law required to be inserted into or referenced by this Agreement is intended to be part of this Agreement. If any such provision is not inserted or is not inserted in correct form then: (a) such provision shall be deemed inserted into this Agreement for purposes of interpretation, and (b) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Unless the application of this subsection will cause a provision by Law to be excluded from this Agreement, in the event of any conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all terms of this Agreement should be read together as not conflicting.

4. The Firm shall comply with any and all applicable federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentially, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement, the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court or official investigative body.

5. The Contractor represents that it is in compliance with the provisions of Local Law No. 9-2002, 'Apprenticeship Training Programs for County Contracts,' including having apprenticeship programs appropriate to the type and scope of work to be performed, which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law. Further, the Contractor shall ensure that any subcontractors performing work under the Contract with a value in excess of \$100,000 will similarly utilize approved apprenticeship programs."

6. Minimum Service Standards: Regardless of whether required by Law:

- a. The Firm shall, and shall cause Consultant Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- b. The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Consultant Agents to obtain and maintain, all licenses, certifications, and approvals (collectively, "Approvals") necessary or appropriate in connection with the performance of services under this Agreement.

7. Compliance with Law.

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

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

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

IN WITNESS THEREOF, the parties have hereunto set their hands and seals,
and such of them as are corporations have caused these presents to be
signed by their duly authorized officers.

THE COUNTY OF NASSAU

By Brian J. Schmechel
County Executive
Party of the First Part

ATTEST: [Signature]
Clerk, Nassau County Legislature

Approved: [Signature]
Office of the Commissioner

[Signature] Pratt Brothers, Inc. Contractor
Joseph M. Williams, Jr., P.E.

Corporate
Seal

By _____ L.S.
Party of the Second Part

APPROVED AS PER CHARTER

[Signature]
Deputy County Attorney

Approved: [Signature]
Bureau of Real Estate & Insurance



NO TEXT ON THIS PAGE




[illegible]

On this day of , 20 , before me personally appeared , County Executive of the County of Nassau, the municipal corporation described herein, and who executed the foregoing instrument, to me known and known to me to be such County Executive and he being by me duly sworn, did depose and say: That he is the County Executive of Nassau County; and that he executed the same as such County Executive for the purposes therein mentioned.

Notary Public

[illegible]

On this 22 day of April, 2020, before me personally appeared Brian Schneider, Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and she by me being duly sworn, did depose and say: That she is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.


Notary Public

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2012
COMMISSIONED IN NASS COUNTY

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(Acknowledgment by Contractor if a Corporation)

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

On this 10th day of April, 20, before me personally came Joseph M. Williams, Jr., P.E. to me known, who being by me duly sworn, did depose and say: That he/she resides at [REDACTED]; That he/she is the Sr. Vice President of Pratt Brothers, Inc. the Corporation described herein; That he/she which executed the foregoing instrument for said Corporation; That he/she knows the seal of said corporation; That the seal affixed to said instrument is such Corporate Seal; That it was so affixed by order of the Board of Directors of said Corporation, That he/she signed his/her name thereto by like order.

CAROL A. MILLER
Notary Public, State of New York
No. 5002326
Qualified in Suffolk County
Commission Expires Sept. 23, 2022


Notary Public

(Acknowledgment by Contractor if a Company)

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

On this day of, 20, before me personally came, known to be a partner of the firm of the firm described in the foregoing instrument and he/she duly acknowledged that he/she executed the same as for the act and deed of said firm.

Notary Public

(Acknowledgment by Contractor if an Individual)

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

On this day of, 20, before me personally came to me known and known to me to be the person described herein, who executed the foregoing instrument and he/she duly acknowledge to me that he/she executed the same.

Notary Public





NO TEXT ON THIS PAGE

DATE OF ADVISEMENT			FUND	TRANSACTION CODE		ENCUMBRANCE NUMBER	DEPT	CONTRACT / AGREEMENT
MO	DY	YR	(3)				(2)	NUMBER
(2)	(2)	(2)		ENTER	MODIFY	CANCEL		
4/13/20			CAP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CHPW20000008 PW	H61587-03Q

VENDOR INFO.	ID:	
	Name: (30)	Pratt Brothers, Inc.
	Address: (30)	45 South Fourth Street
	(30)	Bay Shore, N.Y. 11706

LINE NO.	PROJECT NUMBER (CAPITAL)	PROJECT DETAIL	INDEX CODE	SUB-OBJECT CODE	LINE AMOUNT
1	61587	REQ005	PWCAPCAP	00004	\$ 4,000,000.00
2					
3					
4					
DOCUMENT DESCRIPTION: (30)					TOTAL AMOUNT ⁶ 4,000,000.00

COMMENTS

2020 Nassau County Resurfacing Requirements Contract
in the Towns of Hempstead, North Hempstead
& Oyster Bay and in the Cities of Glen Cove
& Long Beach

Contract No: H61587-03Q

Nassau County, New York

DEPARTMENT - PREPARED BY:		COMPTROLLER'S OFFICE CERTIFICATIONS:		CERTIFICATE OF ACCEPTANCE INTO NUMIS		CHECK IF THIS DOCUMENT IS CONTINUED:	
Elizabeth Kobel		I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		I certify that this document was accepted into NUMIS.		<input type="checkbox"/>	
NAME		CONTRACT NUMBER		NAME		PAGE	
4/13/2020							
DATE		NAME		NAME		PAGE	
516-571-9454		Jeffrey Schaefer					
PHONE		TITLE		TITLE		PAGE	
DEPARTMENT - APPROVED BY:		DATE		DATE		PAGE	
K Arnold		4/16/2020					
Commissioner		DATE		DATE		PAGE	
4/18/20							
DATE							

10/27/2019

2019-2020 WY Comprehensive

903 11/1/2019

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11/1/2019 11/1/2019

RULES RESOLUTION NO 60 -2020

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 PRATT BROTHERS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4-6-2020
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present 7

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H61587-03Q, for 2020 NASSAU COUNTY RESURFACING REQUIREMENTS CONTRACT IN THE TOWNS OF HEMPSTEAD, N. HEMPSTEAD, & OYSTER BAY AND THE CITIES OF GLEN COVE & LONG BEACH, 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 Department is representing to the Rules Committee that the term of this requirements contract is three (3) years, with the Department's option to extend the term of the Contract for an additional one (1) year period for a total Contract term of four (4) years.

WHEREAS, the estimated expenditures under this Contract, including during the period of any extension options that may be exercised by the Commissioner of the Department, is \$ 16,000,000.00, at \$ 4,000,000.00 per year.

2020 MAR 30 00:00

2020 MAR 30 00:00
NASSAU COUNTY
CLERK OF THE LEGISLATURE



WHEREAS, the firm of PRATT BROTHERS, INC.

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

WHEREAS, the Commissioner of the Department is recommending to the Rules Committee that the contract be awarded to the vendor; now; therefore, be it

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

2007 MAY 30 P 4:23

RECEIVED
NASSAU COUNTY
OFFICE OF THE CLERK



CONTRACTOR'S INSURANCE
WORKER'S COMPENSATION INSURANCE
OWNERS PROTECTIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2020

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

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

PRODUCER National Insurance Brokerage of New York, Inc. 175 Oval Drive Islandia NY 11749	CONTACT NAME: Kathleen Hofmann PHONE (A/C No. Ext.): (631) 273-4242 FAX (A/C No.): (631) 273-8990 E-MAIL ADDRESS: khofmann@nibony.com														
INSURED Pratt Brothers, Inc. 45 South 4th Street Bay Shore NY 11706	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: American Southern Home Insurance Compar</td><td>10235</td></tr><tr><td>INSURER B: American Family Home Insurance Company</td><td>19275</td></tr><tr><td>INSURER C: Berkley Insurance Company</td><td>32603</td></tr><tr><td>INSURER D: Travelers Indemnity CO</td><td>25658</td></tr><tr><td>INSURER E: Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Southern Home Insurance Compar	10235	INSURER B: American Family Home Insurance Company	19275	INSURER C: Berkley Insurance Company	32603	INSURER D: Travelers Indemnity CO	25658	INSURER E: Evanston Insurance Company	35378	INSURER F:	
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INSURER E: Evanston Insurance Company	35378														
INSURER F:															

COVERAGES**CERTIFICATE NUMBER****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Contractual Liability				4/1/2020	4/1/2021	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				4/1/2020	4/1/2021	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PIP-Basic \$ 50,000
	<input type="checkbox"/> NON-OWNED AUTOS						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				4/1/2020	4/1/2021	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
D	Excess Umbrella				4/1/2020	4/1/2021	\$4,000,000 Limit
E	Pollution Liability				9/05/2019	9/5/2020	\$2,000,000/\$1,000,000 \$5,000 DED

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

Contract Number: H61587-03Q 2020 Nassau County Resurfacing Requirements Contract in the Towns of Hempstead, No. Hempstead & Oyster Bay, & the Cities of Glen Cove & Long Beach, NY The following are included as additional insured A.T.I.M.A on a primary and non-contributory basis and waiver of subrogation applies with respect to General Liability as required by written contract/written agreement per the policy terms, conditions and exclusions: County of Nassau Department of Public Works

CERTIFICATE HOLDER**CANCELLATION**

County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590-2723

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

AUTHORIZED REPRESENTATIVE

Frank Cormio/MILLER

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199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)



SCAN TO VALIDATE
AND SUBSCRIBE

***** 161620294
LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038

POLICYHOLDER PRATT BROTHERS INC 45 SOUTH 4TH STREET BAY SHORE NY 11706		CERTIFICATE HOLDER COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS 1194 PROSPECT AVENUE WESTBURY NY 11590	
POLICY NUMBER [REDACTED]	CERTIFICATE NUMBER 110888	POLICY PERIOD 04/01/2020 TO 04/01/2021	DATE 4/8/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. [REDACTED] COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 186564821



AMERICAN SOUTHERN HOME INSURANCE COMPANY

Administration Office: 555 College Road East, Princeton, NJ 08543-5241
800.305.4954

Statutory Office: 1301 Riverplace Blvd., Suite 1300 - Jacksonville, FL 32207
(a stock insurance company)

COMMON POLICY DECLARATIONS

POLICY NUMBER: [REDACTED]

PRIOR POLICY NUMBER: NEW

COMPANY NAME American Southern Home Insurance Company 555 College Road East Princeton, NJ 08543-5241 (800) 305-4954	PRODUCER NAME McKee Risk Management, Inc. 610 Freedom Business Center Drive Suite 300 King of Prussia, PA 19406
NAMED INSURED: County of Nassau Department of Public Works	
MAILING ADDRESS: 1194 Prospect Avenue Westbury, NY 11590	
POLICY PERIOD: FROM <u>04/08/2020</u> TO <u>04/01/2021</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.	
BUSINESS DESCRIPTION	OCP

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$1,500.00
TERRORISM - CERTIFIED ACTS (GENERAL LIABILITY)	\$0.00
TOTAL:	\$1,500.00

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Copyright, Insurance Services Office, Inc., 1993

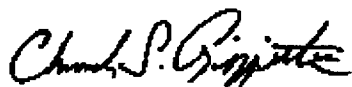


POLICY NUMBER

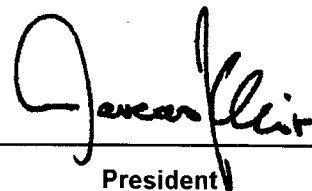
FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):

See Schedule of Forms and Endorsements.

Countersigned	By:
(Date)	(Authorized Representative)



Secretary



President

LISTING OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY

POLICY NUMBER: [REDACTED]

NUMBER

TITLE

COMMON

AM CL 100 (11-09) Common Policy Declarations
TERRNOTICE09 (01-15) Policyholder Disclosure Notice of Terrorism Insurance Coverage
IL 00 23 (07-02) Nuclear Energy Liability Exclusion Endorsement (Broad Form)
ASH VL 101 (11-09) Signature Endorsement

GENERAL LIABILITY

AM GL 103 (06-10) Owners and Contractors Protective Liability Coverage Part Declarations
CG 00 09 (04-13) Owners And Contractors Protective Liability Coverage Form - Coverage For Operations Of Designated Contractor
CG 01 05 (12-01) New York Changes - Premium Audit
CG 21 71 (01-15) Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap on Losses From Certified Acts of Terrorism
CG 26 04 (04-17) New York Changes - Owners And Contractors Protective Liability Coverage Form
CG 26 36 (12-93) New York Changes - Transfer Of Duties When A Limit Of Insurance Is Used Up
CG 28 67 (01-14) New York Changes - Cancellation And Nonrenewal
CG 29 51 (12-07) Employment-Related Practices Exclusion
CG 31 66 (12-04) Exclusion - Exterior Insulation and Finish Systems
GL2004 (05-97) Asbestos Exclusion
GL2005 (11-03) Lead Contamination Exclusion
GL 21 06 (02-09) Exclusion - Punitive Or Exemplary Damages



Named Insured: County of Nassau Department of Public

Policy No. or Type of Policy: [REDACTED]

Effective Date: 04/08/2020

Insurance Company: American Southern Home Insurance Company

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you now have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury--in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage for certified acts of terrorism has been included in your policy. No additional premium has been charged under this policy for such terrorism coverage.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE, IF ANY, IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION, IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

HOW DOES THE ACT AFFECT YOUR INSURANCE COVERAGE?

You have a policy of insurance issued by us which has no terrorism exclusion attached to it.

- This policy will remain in effect as written for the remainder of the policy period shown in the Declarations of the policy.
- The decision not to include a terrorism exclusion to your policy when it was issued or last renewed was based on a number of reasons, and the continuation or importance of these reasons may or may not have been altered by the passage of the Act.
- In the time between now and the next renewal we will examine and refine our treatment of terrorism under your policy. This means that you may or may not have the same terms offered to you upon renewal and that the premium charged may or may not reflect alteration based upon the terrorism exposure.

WHAT IS THE TERRORISM RISK INSURANCE ACT ?

The following is a partial summary of the Terrorism Risk Insurance Act, as amended, (hereinafter referred to as the Act). Only the provisions of the Act determine the scope of the insurance protection available for the losses covered under the Act. The Act has been extended through December 31, 2020.

The Act provides coverage for property and casualty insurance for "insured losses" as a result of an "act of terrorism." As stated in the Act:

- A. "Insured loss" means any loss resulting from an "act of terrorism" (including an act of war, in the case of worker's compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if such loss:
1. occurs within the United States; or
 2. occurs to an air carrier (as defined in section 40102 of title 49, United States Code), to a United States flag vessel (or a vessel based principally in the United States, on which US income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission.
- B. "Act of terrorism" means any act or acts that are certified by the Secretary of Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States:
1. To be an act of terrorism;
 2. To be a violent act or an act that is dangerous to:
 - a. human life;
 - b. property; or
 - c. infrastructure;
 3. to have resulted in damage within the United States, or outside of the United States in the case of:
 - a. an air carrier or vessel described in paragraph (5)(B) of Section 102 of the Act; or
 - b. the premises of a United States mission; and



4. to have been committed by an individual or individuals, as part of an effort to coerce the civilian populations of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. Section 102 (1)(B) of the Act states "no act shall be certified by the Secretary as an act of terrorism if:
1. the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
 2. property and casualty insurance losses resulting from the acts, in the aggregate, do not exceed \$5,000,000."
- D. The Act also contains a "program trigger" in Section 103(e)(1)(B), pursuant to which the federal government does not pay compensation for losses resulting from a certified act occurring after December 31, 2007, unless aggregate industry insured losses from such a certified act exceed a certain amount, or "trigger." For insured losses occurring in 2008 and for all additional calendar years, the program trigger is \$100,000,000 through 2015, \$120,000,000 beginning on January 1, 2016, \$140,000,000 beginning on January 1, 2017, \$160,000,000 beginning on January 1, 2018, \$180,000,000 beginning on January 1, 2019, \$200,000,000 beginning on January 1, 2020 of aggregate industry insured losses.
- E. The Act does not apply to: crop or livestock insurance; private mortgage insurance or title insurance; financial guaranty insurance issued by monoline financial guaranty insurance corporations; insurance for medical malpractice; health or life insurance; flood insurance provided under the National Flood Insurance Act of 1968; commercial automobile insurance; burglary and theft insurance; surety insurance; professional liability insurance (except Directors and Officers Liability); or farm owners multiple peril insurance.
- F. Under the Act for calendar years through December 31, 2020, the federal government will reimburse the insurance company for 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of its insured losses in excess of a deductible, until aggregate "insured losses" in any calendar year exceed \$100 billion. Each insurer's deductible will be 20% of its direct earned premium for property and casualty insurance (as reported on Page 14 of the company's Annual Statement), over the immediately preceding calendar year.

For the purposes of determining such deductibles, direct earned premium means only the premiums earned on the commercial lines property and casualty insurance covered by the Act for U.S. risks or vessels, aircraft and foreign missions outside the U.S. covered by the Act.

Neither the insurance company (having met its statutorily mandated share as described above) nor the federal government will be liable for payment of any portion of "insured losses" under the Act that exceeds \$100 billion in the aggregate during any calendar year.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF
TRANSPORTATION

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".



"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

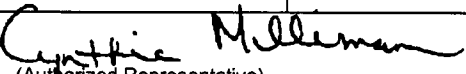
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.



SIGNATURE ENDORSEMENT

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by  (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

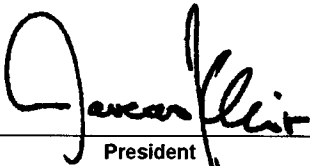
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The Company has caused this policy to be signed by its President and Secretary, but this policy shall not be valid unless countersigned by an authorized representative of the Company, where required.

American Southern Home Insurance Company



Secretary


President

POLICY NUMBER: [REDACTED]

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY DECLARATIONS

COMPANY NAME American Southern Home Insurance Company 555 College Road East Princeton, NJ 08543-5241 (800) 305-4954	PRODUCER NAME McKee Risk Management, Inc. 610 Freedom Business Center Drive Suite 300 King of Prussia, PA 19406
NAMED INSURED County of Nassau Department of Public Works	
MAILING ADDRESS 1194 Prospect Avenue Westbury, NY 11590	
POLICY PERIOD: FROM 04/08/2020 TO 04/01/2021 AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	
LOCATION OF COVERED OPERATIONS: See Location of Covered Operations Schedule.	
DESIGNATED CONTRACTOR:	Pratt Brothers, Inc.
MAILING ADDRESS:	608 Union Avenue Holtsville, NY 11742

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT	\$3,000,000
AGGREGATE LIMIT	\$3,000,000

DESCRIPTION OF BUSINESS	
FORM OF BUSINESS: Municipality	
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> LIMITED LIABILITY COMPANY	<input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

LOCATION OF COVERED OPERATIONS:

Contract # H61587-03Q- Road resurfacing

Various Locations: Towns of Hempstead, No. Hempstead & Oyster Bay, & the Cities of
Glen Cove & Long Beach



STATE TAX OR OTHER (if applicable)		_____
TOTAL PREMIUM (SUBJECT TO AUDIT)		\$1,500
PREMIUM SHOWN IS PAYABLE:	AT INCEPTION	_____
	AT EACH ANNIVERSARY	_____
	(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)	
AUDIT PERIOD (IF APPLICABLE)	<input type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY
	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY:
See Schedule of Forms and Endorsements

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
(Date)	(Authorized Representative)



OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM – COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" and arises out of:

(a) Operations performed for you by the "contractor" at the location specified in the Declarations; or

(b) Your acts or omissions in connection with the general supervision of such operations;

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Work Completed Or Put To Intended Use

"Bodily injury" or "property damage" which occurs after the earlier of the following times:

- (1) When all "work" on the project (other than service, maintenance or repairs) to be performed for you by the "contractor" at the site of the covered operations has been completed; or
- (2) When that portion of the "contractor's" "work", out of which the injury or damage arises, has been put to its intended use by any person or organization, other than another contractor or subcontractor working directly or indirectly for the "contractor" or as part of the same project.

d. Acts Or Omissions By You And Your Employees

"Bodily injury" or "property damage" arising out of your, or your "employees", acts or omissions other than general supervision of "work" performed for you by the "contractor".

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".



g. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Property loaned to you;
- (3) Personal property in the care, custody or control of the insured; or
- (4) "Work" performed for you by the "contractor".

h. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

i. Mobile Equipment

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or

- (ii) Any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;



- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by or on behalf of any insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

k. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "work" performed for you by the "contractor"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "work" performed for you by the "contractor".

l. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

SUPPLEMENTARY PAYMENTS

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

- h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - This insurance applies to such liability assumed by the insured;
 - The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - The indemnitee:
 - Agrees in writing to:
 - Cooperate with us in the investigation, settlement or defense of the "suit";
 - Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - Notify any other insurer whose coverage is available to the indemnitee; and
 - Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - Provides us with written authorization to:
 - Obtain records and other information related to the "suit"; and
 - Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- If you are designated in the Declarations as:
 - An individual, you and your spouse are insureds.
 - A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to their duties as partners or members of a joint venture.
 - A limited liability company, you are an insured. Your members are also insureds, but only with respect to their duties as members of a limited liability company. Your managers are insureds, but only with respect to their duties as your managers.
 - An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- Each of the following is also an insured:
 - Any person (other than your "employee") or any organization while acting as your real estate manager.

- b. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;

- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

- 2. The Aggregate Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage".

- 3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

If you designate more than one project in the Declarations, the Aggregate Limit shall apply separately to each project.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

- b. We may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- c. We will mail or deliver our notices to the first Named Insured's and the "contractor's" last mailing address known to us.

- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

- e. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Changes

This policy contains all the agreements between you, the "contractor" and us concerning the insurance afforded. The first Named Insured shown in the Declarations and the "contractor" are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

4. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place;

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

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

b. If a claim is made or "suit" is brought against any insured, you must:

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

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Examination Of Your Books And Records

We may examine and audit your books and records as well as the "contractor's" books and records as they relate to this policy at any time during the policy period and up to three years afterward.

6. Inspections And Surveys

a. We have the right to:

- (1) Make inspections and surveys at any time;
- (2) Give you reports on the conditions we find; and
- (3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (1) Are safe or healthful; or

- (2) Comply with laws, regulations, codes or standards.

c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

7. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

8. Other Insurance

The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to you unless the other insurance is provided by a contractor other than the designated "contractor" for the same operation and job location designated in the Declarations. Then we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

9. Premiums

The "contractor":

- a. Is responsible for the payment of all premiums; and



- b. Will be the payee for any return premiums we pay.

10. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor". The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the "contractor".
- c. The "contractor" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

11. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

12. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 3. "Contractor" means the contractor designated in the Declarations.
- 4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 6. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 7. "Impaired property" means tangible property, other than work performed for you, that cannot be used or is less useful because:
 - a. It incorporates work performed for you that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by the repair, replacement, adjustment or removal of the work performed for you or your fulfilling the terms of the contract or agreement.
- 8. "Insured contract" means:
 - a. A lease of premises;
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
 - e. An elevator maintenance agreement.
- 9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

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10. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

11. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

12. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

13. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

14. "Suit" means a civil proceeding, brought in the United States of America (including its territories and possessions), Puerto Rico or Canada, in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

15. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

16. "Work" includes materials, parts or equipment furnished in connection with the operations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY

A. Paragraph **b.** of the **Premium Audit** Condition (**Section IV – Conditions**) is replaced by the following:

10. Premium Audit

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor". The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1500. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the "contractor".

B. Except as provided in Paragraph **A.** above, the **Examination Of Your Books And Records** Condition (**Section IV – Conditions**) continues to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.



2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;

b. The act resulted in damage:

(1) Within the United States (including its territories and possessions and Puerto Rico); or

(2) Outside of the United States in the case of:

(a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

(b) The premises of any United States mission; and

c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. Paragraph 1.a. of **Section I – Coverages** is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

B. The following is added as Paragraph e. to **Duties In The Event Of Occurrence, Claim Or Suit** under Paragraph 4. of **Section IV – Conditions**:

- e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

C. Paragraph 7. **Legal Action Against Us** of **Section IV – Conditions** is replaced by the following:

7. Legal Action Against Us

a. Except as provided in Paragraph b., no person or organization has a right under this Coverage Part:

- (1) To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- (2) To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

- b. With respect to "bodily injury" and, if provided by endorsement, "personal injury" claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.



However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- (1) Brings an action to declare the rights of the parties under the Policy; and
- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

- D. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

- E. When **CG 28 07**, Principals Protective Liability Coverage endorsement, is attached to an Owners And Contractors Protective Liability Coverage Form, the definition of "loading and unloading" in Paragraph **D.2.** of that endorsement does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY COVERAGE FORM

The following Condition is added to CONDITIONS (Section IV):

Transfer of Duties When a Limit of Insurance Is Used Up.

- a. If we conclude that, based on "occurrences", claims or "suits" which have been reported to us and to which this insurance may apply, the Aggregate Limit or the Each Occurrence Limit is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.
- b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgments or settlements:
 - (1) We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (a) Such a limit has actually been used up; and
 - (b) Our duty to defend "suits" seeking damages subject to that limit has also ended.
 - (2) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

- (3) The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.
- c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph b.(2) above.

The duty of the first Named Insured to reimburse us will begin on:

 - (1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph a. above; or
 - (2) The date on which we sent notice in accordance with paragraph b.(1) above, if we did not send notice in accordance with paragraph a. above.
- d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY

A. Paragraphs a., b., c. and e. of the Cancellation Condition are replaced by the following:

- a. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

b. Cancellation Of Policies In Effect:

(1) 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least:

- (a) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph A.b.(2) below.
- (b) 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph A.b.(2) below.

(2) For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel this policy only for any of the reasons listed below, provided we mail the first Named Insured and the "contractor" written notice at least 15 days before the effective date of cancellation:

- (a) Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the first Named Insured and the "contractor" of the amount due;
- (b) Conviction of a crime arising out of acts increasing the hazard insured against;

- (c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;

- (d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;

- (e) Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

- (f) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public; or

- (g) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code.

- c. We will mail or deliver our notice including the reason to the first Named Insured and the "contractor" at the respective addresses shown in the policy and the authorized agent or broker.



- e. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the Cancellation Condition:

If one of the reasons for cancellation in Paragraph A.b.(2) exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. The following Conditions are added and supersede any other provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will send notice as provided in Paragraph C.3. below.

2. Conditional Renewal

If we condition renewal of this policy upon:

- a. A change of limits;
- b. A change in type of coverage;
- c. A reduction of coverage;
- d. An increased deductible;
- e. An addition of exclusion;
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph C.3. below.

3. Notices Of Nonrenewal And Conditional Renewal

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs C.1. and C.2. above, we will mail or deliver written notice to the first Named Insured shown in the Declarations and the "contractor" at least 60 but not more than 120 days before:

- (1) The expiration date; or

- (2) The anniversary date if this is a continuous policy.

- b. Notice, including the specific reason(s) for nonrenewal or conditional renewal, the amount of any premium increase (for conditional renewal) and a description of any other changes, will be mailed or delivered to the first Named Insured and the "contractor" at the respective addresses shown in the policy and the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

- c. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

- d. If we send the first Named Insured or the "contractor" an incomplete or late conditional renewal notice or a late nonrenewal notice:

- (1) As provided for in Paragraph C.3. above, and if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel sooner;

- (2) And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another required policy period at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional required policy period, has replaced the coverage or elects to cancel sooner.

- e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:

- (1) Upon expiration of the 60-day period unless Subparagraph (2) below applies; or

- (2) Notwithstanding the provisions in Paragraphs d.(1) and d.(2), as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.
- f. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph C.3.d. above.
- g. The last sentence of Limits of Insurance does not apply when the policy period is extended because we sent the first Named Insured or the "contractor" an incomplete or late conditional renewal notice or a late nonrenewal notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Coverages – Bodily Injury And Property Damage Liability (Section I – Coverages)**:

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. This insurance does not apply to "bodily injury" or "property damage" arising out of, caused by, or attributable to, whether in whole or in part, the following:

1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.

B. The following definition is added to **Section V – Definitions**:

"Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced or unreinforced base coat;
4. A finish coat providing surface texture to which color may be added; and
5. Any flashing, caulking or sealant used with the system for any purpose.



ASBESTOS EXCLUSION

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion amends the insurance provided by this policy:

This insurance does not apply to "Bodily injury", "Property Damage", "Advertising Injury" or "Personal Injury" arising out of:

- a. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- b. The use of asbestos in constructing or manufacturing any good, product or structure; or
- c. The removal of asbestos from any good, product or structure; or
- d. The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by the policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

LEAD CONTAMINATION EXCLUSION

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion amends the insurance provided by this policy:

This insurance does not apply to:

- a. "Bodily Injury" arising out of the ingestion, inhalation or absorption of lead in any form;
- b. "Property Damage" arising from any form of lead;
- c. "Personal and Advertising Injury" arising from any form of lead;
- d. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, assess the effects of lead; or
- e. Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and paragraph 2. **Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to:

Punitive Or Exemplary Damages

Any punitive damages, exemplary damages or the multiplied portion of any award, because of any "bodily injury", "property damage" or "personal and advertising injury".

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

1



FORM OF PERFORMANCE BOND

Bond No. PB11557500066

KNOW ALL MEN BY THESE PRESENTS,

that Pratt Brothers, Inc. 45 S. 4th Street Bay Shore NY 11706 (hereinafter called the "Contractor") and Philadelphia Indemnity Insurance Company a corporation created and existing under the laws of the State of Pennsylvania, and licensed to do business in the State of New York, having its principal office in the city of Florham Park, NJ (hereinafter called the "Surety"), are held firmly bound unto the COUNTY OF NASSAU, a municipal corporation of the State of New York (hereinafter called the "Owner"), in the full and just sum of

One Million Five Hundred Dollars (\$1,500,000.00) good and lawful money of the United States of America, to the payment of which said sum of money, will and truly to be made and done, the said Contractor binds themselves (himself, itself), their (his, its) heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents.

Signed, sealed and dated this 8th day of April, 20 20

WHEREAS, said Contractor has entered into a certain written contract, bearing even date with these premises with the COUNTY OF NASSAU, for the

H61587-03Q 2020 Nassau County Resurfacing Requirements Contract in the Towns of Hempstead,

No. Hempstead & Oyster Bay and the Cities of Glen Cove & Long Beach, NY

which contract is hereby made a part of this bond as if herein set forth in full.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the said Contractor shall well, truly and faithfully comply with and perform all the terms, covenants and conditions of said contract on their (his, its) part to be kept and performed, according to the true intent and meaning of said contract, and shall protect the said Owner against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said Owner or its officers or agents or which the said Owner may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the manner of doing the same, or the neglect of the said Contractor or his (their, its) agents or servants, or the improper performance of the said work by the said Contractor, or his (their, its) agents or servants, or the infringement of any or patent rights by



reason of the use of any materials furnished or work done as aforesaid or otherwise, and

also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons be agents, servants or employees of the contractor, or his (their, its) successors or of any subcontractor or of any assignee thereof, (including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Contractor, or his (their, its) successors, or assigns, or any subcontractor or any assignee thereof) and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and, further, shall pay or cause to be paid all lawful claims of subcontractors and of material men and other third persons arising out of or in connection with said Contract, and the work, labor, services, supplies and material furnished in and about the performance and completion thereof,

then this obligation shall be null and void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner to fully perform and complete the work mentioned and described in said contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, said Contractor fails or neglects to so fully perform and complete said work, and said Surety further agrees to commence said work of completion within twenty days after notice thereof from the Owner, and to complete the same within twenty days from the expiration of the time allowed said Contractor in said contract and specifications for the completion of said work. When the contractor is declared in default by the Commissioner, the Surety Company must honor default notice and immediately progress the work to completion in the same manner as though the contractor were bankrupt or had willfully defaulted.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns, and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the said contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers, and hereby stipulates and agrees that any and all things done or omitted to be done by and in relation to the executors, administrators, successors, assignees, subcontractors and other transferee of the Contract shall have the same effect as to said Surety and its successors and assigns, as though done

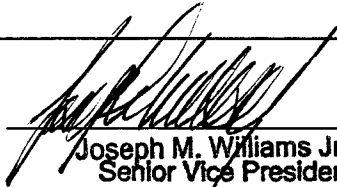
or omitted to be done by and in relation to said Contractor.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his (their, its) hand and seal and the said Surety has caused this instrument to be signed by its duly authorized officer (s) or representative (s), and its corporate seal to be hereunto affixed, the day and year first above written.

Pratt Brothers, Inc.

Contractor

by



(L.S.)

(Corporate seal of Contractor if a corporation)

by

(L.S.)

Title

by

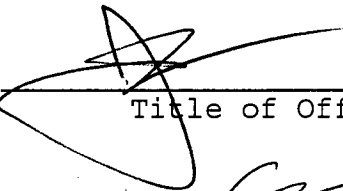
(L.S.)

Title

Philadelphia Indemnity Insurance Company

Surety

by



(L.S.)

Title of Officer Joseph Tantillo Attorney-In-Fact

Attest:



Title of Officer

Witness

(L.S.)

(Corporate seal of Surety)

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

SS.: Suffolk)
COUNTY OF

On this 10th day of April, 2020, before me personally came Joseph M. Williams Jr., P.E. to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [REDACTED] that he is the Gen. Mgr. of the Pratt Brothers, Inc. 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.

Carol A. Miller
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

SS.: _____)
COUNTY OF

CAROL A. MILLER
Notary Public, State of New York
No. 5002326
Qualified in Suffolk County
Commission Expires Sept. 25, 2022

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

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

SS.: _____)
COUNTY OF

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

Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)


SS.:

COUNTY OF Suffolk)

On this 8th day of April, 2020, before personally came Joseph Tantillo to me Known, who being by me duly sworn, did depose and say that he resides in [REDACTED]

that he is the Attorney-In-Fact of the Philadelphia Indemnity 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 Christopher P Catera further said that he is acquainted with Joseph Tantillo and knows him to be the Attorney-In-Fact of said company; that the signature of the said Joseph Tantillo subscribed to the within instrument is in the genuine handwriting of the said Joseph Tantillo and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Christopher P Catera

Christopher P Catera
Notary Public, State of New York
No. 01CA6176842, Suffolk County
Commission Expires, Nov 5, 2023



Notary Public



NO TEXT ON THIS PAGE

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Joseph Tantillo and Christopher Catera of Coverage's Unlimited, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

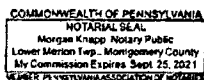
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of April, 2020.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus (in thousands, except par value and share amounts)

Admitted Assets

	As of December 31,	
	2018	2017
Bonds (fair value \$7,036,118 and \$6,911,411)	\$ 7,018,246	\$ 6,708,174
Preferred stocks (fair value \$46,324 and \$50,134)	46,213	48,537
Common stocks (cost \$14,897 and \$31,965)	14,853	33,817
Mortgage loans	473,067	400,590
Real estate	1,514	3,294
Other invested assets (cost \$211,099 and \$234,382)	219,251	240,475
Derivatives	157	-
Receivables for securities sold	1,109	399
Cash, cash equivalents and short-term investments	65,668	140,468
Cash and invested assets	<u>7,840,078</u>	<u>7,575,754</u>
Premiums receivable, agents' balances and other receivables	968,504	831,770
Reinsurance recoverable on paid losses	34,694	33,955
Accrued investment income	82,576	86,998
Receivable from affiliates	5,480	6,611
Federal income taxes receivable	-	4,869
Net deferred tax asset	121,266	113,125
Other assets	5,586	89
Total admitted assets	<u>\$ 9,058,184</u>	<u>\$ 8,653,171</u>

Liabilities and Capital and Surplus

Liabilities:

Net unpaid losses and loss adjustment expenses	\$ 4,581,608	\$ 4,263,696
Net unearned premiums	1,616,043	1,533,201
Reinsurance payable on paid loss and loss adjustment expenses	30,374	23,933
Ceded reinsurance premiums payable	89,591	80,592
Commissions payable, contingent commissions and other similar charges	234,551	225,361
Federal income taxes payable	3,141	-
Funds held	61,944	83,909
Accrued expenses and other liabilities	37,562	33,890
Payable to affiliates	13,148	10,761
Provision for reinsurance	-	1
Payable for purchased securities	20,741	81,458
Total liabilities	<u>\$ 6,688,703</u>	<u>\$ 6,336,802</u>

Capital:

Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
---	-------	-------

Surplus:

Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	1,978,910	1,925,798
Total surplus	<u>2,364,981</u>	<u>2,311,869</u>
Total capital and surplus	<u>2,369,481</u>	<u>2,316,369</u>
Total liabilities and capital and surplus	<u>\$ 9,058,184</u>	<u>\$ 8,653,171</u>

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

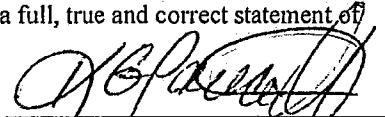
COMMONWEALTH OF PENNSYLVANIA

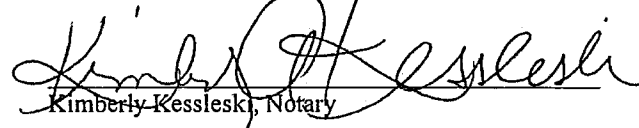
NOTARIAL SEAL

Attest:

Kimberly A. Kessleski, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Dec. 18, 2020

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES


Karen Gilmer-Pauciello, EVP & CFO


Kimberly Kessleski, Notary

Sworn to before me this 21st day of May 2019.

CERTIFICATE OF SOLVENCY

Page 7

NO TEXT ON THIS PAGE

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

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bala Cynwyd, Pennsylvania

a corporation organized under the laws of the State of Pennsylvania and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$2,316,369,191 (Capital \$4,500,000) as is shown by its sworn financial statement for Year-End as of December 31, 2017, on file in this Department, prior to audit.

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



In Witness Whereof, I have here-
unto set my hand and affixed the
official seal of this Department
at the City of Albany, this
5th day of April, 2018

Maria T. Vullo
Superintendent

By *Jacqueline Catalfamo*

Jacqueline Catalfamo
Special Deputy Superintendent



LABOR AND MATERIAL PAYMENT BOND

FORM OF LABOR AND MATERIAL PAYMENT BOND

Bond No. PB11557500066

KNOW ALL MEN BY THESE PRESENTS:

that Pratt Brothers, Inc. 45 S. 4th Street Bay Shore NY 11706 as Principal,
(Here insert the name and address, or legal title, of the Contractor)

Pratt Brothers, Inc. 45 S. 4th Street Bay Shore NY 11706

hereinafter called Principal, and Philadelphia Indemnity Insurance Company,
a corporation of the State of Pennsylvania, and licensed
to do business in the State of New York, with its home office in

Florham Park, NJ, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Nassau, as Oblige, here-
in-after called Owner, for the use and benefit of claim-ants as herein
below defined, in the amount of

One Million Five Hundred Dollars (\$ \$1,500,000.00)
(Here insert a sum equal to the contract price), for the payment whereof
Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS,

Principal has by written agreement dated April 7, 2020 entered into
a contract with Owner for,
H61587-03Q 2020 Nassau County Resurfacing Requirements Contract in the Towns of Hempstead,

No. Hempstead & Oyster Bay and the Cities of Glen Cove & Long Beach, NY,
which contract is by reference made a part hereof, and is hereafter
referred to as the CONTRACT.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the
Principal shall promptly make payment to all claimants as hereinafter
defined, for all labor and material used or reasonably required for use
in the performance of the CONTRACT, then this obligation shall be void;
otherwise it shall remain in full force and effect, subject, however, to
the following conditions:

1. A claimant is defined as one having a direct contract with the
Principal or with a sub-contractor of the Principal for labor,
material, or both, used or reasonably required for use in the
performance of the contract, labor and material being construed to
include that part of water, gas, power, light, heat, oil, gasoline,
telephone service or rental of equipment directly applicable to the
CONTRACT.



2. The above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
- a. Unless claimant shall have given written notice to the following: Principal, the Owner, and the Surety above named, within ninety(90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b. After the expiration of one (1) year following the date on which Principal ceased work on said CONTRACT.
- c. Other than in a court of competent jurisdiction in and for the County of Nassau.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 8th day of April 20 20

Pratt Brothers, Inc.

Contractor

by

Joseph M. Williams Jr., P.E.
Senior Vice President

(L.S.)

(Corporate seal of
Contractor
Title if a corporation)

by

Philadelphia Indemnity Insurance Company

(L.S.)

Title

Surety

by

Joseph Tantillo Attorney-In-Fact

(L.S.)

Attest:

Witness
Title of Officer

(L.S.)

(Corporate seal
of Surety)



24

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

SS.:
COUNTY OF Suffolk)

On this 10th day of April, 2020, before me personally came Joseph M. Williams Jr., P.E. to me known, who, being by me duly sworn did depose and say for himself, that he resides in [REDACTED] that he is the Gen. Mgr. of the Pratt Brothers, Inc. 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.

Carol A. Miller
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

SS.:
COUNTY OF _____)

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

CAROL A. MILLER
Notary Public, State of New York
No. 5002326
Qualified in Suffolk County
Commission Expires Sept. 28, 2022

Notary Public



(Acknowledgment by Contractor if an individual.)

STATE OF _____)

SS.:

COUNTY OF _____)

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

____ Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)

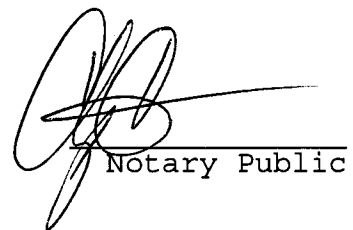
SS.:

COUNTY OF Suffolk)

On this 8th day of April, 2020, before me personally came Joseph Tantillo to me Known, who being by me duly sworn, did depose and say that he resides in [REDACTED]

that he is the Attorney-In-Fact Of the Philadelphia Indemnity 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 Christopher P Catera further said that he is acquainted with Joseph Tantillo and knows him to be the Attorney-In-Fact of said company; that the signature of the said Joseph Tantillo and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Christopher P Catera.

Christopher P Catera
Notary Public, State of New York
No. 01CA6176842, Suffolk County
Commission Expires, Nov 5, 2023


____ Notary Public

1. The first part of the report
describes the results of the
survey conducted in 1982 and
1983. The second part of the
report describes the results of the
survey conducted in 1984 and 1985.

NO TEXT ON THIS PAGE

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Joseph Tantillo and Christopher Catera of Coverage's Unlimited, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

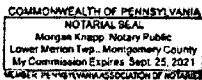
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of April, 2020.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus (in thousands, except par value and share amounts)

Admitted Assets

	As of December 31,	
	2018	2017
Bonds (fair value \$7,036,118 and \$6,911,411)	\$ 7,018,246	\$ 6,708,174
Preferred stocks (fair value \$46,324 and \$50,134)	46,213	48,537
Common stocks (cost \$14,897 and \$31,965)	14,853	33,817
Mortgage loans	473,067	400,590
Real estate	1,514	3,294
Other invested assets (cost \$211,099 and \$234,382)	219,251	240,475
Derivatives	157	-
Receivables for securities sold	1,109	399
Cash, cash equivalents and short-term investments	65,668	140,468
Cash and invested assets	7,840,078	7,575,754
Premiums receivable, agents' balances and other receivables	968,504	831,770
Reinsurance recoverable on paid losses	34,694	33,955
Accrued investment income	82,576	86,998
Receivable from affiliates	5,480	6,611
Federal income taxes receivable	-	4,869
Net deferred tax asset	121,266	113,125
Other assets	5,586	89
Total admitted assets	\$ 9,058,184	\$ 8,653,171

Liabilities and Capital and Surplus

Liabilities:

Net unpaid losses and loss adjustment expenses	\$ 4,581,608	\$ 4,263,696
Net unearned premiums	1,616,043	1,533,201
Reinsurance payable on paid loss and loss adjustment expenses	30,374	23,933
Ceded reinsurance premiums payable	89,591	80,592
Commissions payable, contingent commissions and other similar charges	234,551	225,361
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Funds held	61,944	83,909
Accrued expenses and other liabilities	37,562	33,890
Payable to affiliates	13,148	10,761
Provision for reinsurance	-	1
Payable for purchased securities	20,741	81,458
Total liabilities	\$ 6,688,703	\$ 6,336,802

Capital:

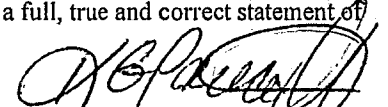
Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
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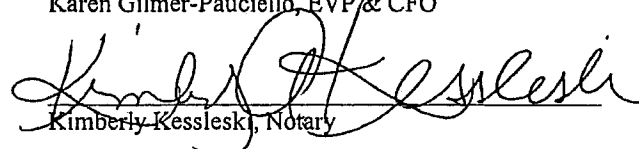
Surplus:

Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	1,978,910	1,925,798
Total surplus	2,364,981	2,311,869
Total capital and surplus	2,369,481	2,316,369
Total liabilities and capital and surplus	\$ 9,058,184	\$ 8,653,171

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Attest: Kimberly A. Kessleski, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Dec. 18, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES


Karen Gilmer-Pauciello, EVP & CFO


Kimberly Kessleski, Notary

Sworn to before me this 21st day of May 2019.

CERTIFICATE OF SOLVENCY

NO TEXT ON THIS PAGE

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

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bala Cynwyd, Pennsylvania

a corporation organized under the laws of the State of Pennsylvania and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$2,316,369,191 (Capital \$4,500,000) as is shown by its sworn financial statement for Year-End as of December 31, 2017, on file in this Department, prior to audit.

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



In Witness Whereof, I have here-
unto set my hand and affixed the
official seal of this Department
at the City of Albany, this
5th day of April, 2018

Maria T. Vullo
Superintendent

By *Jacqueline Catalfamo*

Jacqueline Catalfamo
Special Deputy Superintendent



**2019 Nassau County Resurfacing Requirements Contract
in the Towns of
Hempstead, North Hempstead & Oyster Bay and in the
Cities of Glen Cove & Long Beach
Nassau County, New York**

CONTRACT NO. H61587-03Q

SPECIAL CONDITIONS

1. Referring to Notice of Award, Agreement section, Page 140, Article XXV, 'Contractor's Maintenance/Guarantee' – the provision shall apply except "one year from the date of final acceptance of the Contract." should be read "one year from the date of final acceptance of each Work Order."
2. Variation from Normal Bidding Procedure
 - a) The contract shall terminate upon reaching either, the contract CAP or the time limit of thirty-six (36) months from the contract execution, whichever comes first, unless an extension is granted at the discretion of the Commissioner. The County may grant an extension of time to permit the Contractor to complete open or incomplete Work Orders. However, no additional Work Orders will be issued unless an extension of contract as stated in Article XXVI, Schedule of Requirements, Section A, No. 1.
 - b) The quantities given are based on average weighted units with the exceptions of those items which are on a lump sum basis. All bid prices are to be based upon these average weighted units. The sum total of all the unit prices will determine the low bid; and the subsequent award of this contract.
 - c) The Bidder is further advised that the County may use only one item of work or may use some quantities of all the contract items in each Work Order. Quantities are provided for bid comparison purposes. Actual quantities may be less, more or none.
 - d) All Force Bids are fixed cost items and therefore the Contractor must bid the price as stated for all force bid items.

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**2019 Nassau County Resurfacing Requirements Contract
in the Towns of
Hempstead, North Hempstead & Oyster Bay
and in the Cities of
Glen Cove & Long Beach
Nassau County, New York**

CONTRACT NO. H61587-03Q

GENERAL NOTES

All work included in this contract shall be in accordance with the following Nassau County Standard Specifications and Drawings, if they apply, or modified and amended in the Contract Specifications and Drawings.

- a) County of Nassau, Department of Public Works, 2009 Standard Specifications for Civil Engineering and Site Development Construction, or latest edition.
 - b) County of Nassau, Department of Public Works, Traffic Engineering, Traffic Signal Specifications and Standard Drawings, November 1998 and Addenda, or latest edition.
 - c) County of Nassau, Department of Public Works, Latest Standard Specifications and Details for the Construction of Sanitary Sewers 2003 or latest edition.
 - d) New York State Department of Transportation Standard Specifications 2008 and Addenda or latest edition.
-
- 1. Work Order - The Contractor shall start the work within two weeks at a selected location upon receipt of a work order issued by the Commissioner, together with a site plan or sketch showing the proposed work to be done. The Contractor shall notify the County 48 hours prior to the start of any work order.
 - 2. The Contractor shall maintain and protect traffic within the limits of and for the duration of the contract (work order) in accordance with the plans and specifications and as directed.
 - 3. Restrictions of Work in Roadway - Perpendicular to the curb line, no more than ten (10) feet of pavement is to be open at any one time. No work will be permitted before 9 AM or after 4PM, Monday through Friday unless written authorization is granted by the County. During these periods and at all times when work is not in progress, all openings in the roadway shall be covered with pinned steel plates or temporary pavement to safely permit traffic to cross over the excavation.
 - 4. The Contractor will be responsible at all times for the safety of the general public, and for the protection of persons who may for any reason enter within the limits of his work.
 - 5. The Contractor shall employ flagmen when deemed necessary by the Engineer and shall erect proper warning signs and necessary barricades to protect the general public and to warn them of changes caused by the progression of his contract. The contractor is responsible for work zone safety as per OSHA requirements.

6. The Contractor shall notify the local police, fire department, school district, utilities and all municipalities within the proximity of the work order limits, prior to the start of work, as to the conditions prevailing on the construction site.
7. The Contractor must provide a safe and uninterrupted two-way traffic over the roads under construction at all times, unless a detour plan is provided and approved by the County.
8. Lighted Barricades, Flashing Warning Lights and Signs
 - a) Must be serviced a minimum of twice each week.
 - b) Must be checked and maintained by the Contractor each day, including weekends and holidays.
 - c) Must be secured or weighted in such a manner as to prevent them from blowing over under windy conditions.
 - d) Must be in accordance with the latest Manual of Uniform Traffic Control Devices.
9. No direct payment shall be made for the above items of work, but the cost shall be included in the price bid for Item 102X, Work Zone Traffic Control Day & Item 102Y, Work Zone Traffic Control Night.
10. Conformance to the following notes with respect to the American with Disabilities Act Curb Ramps is required.
 - All curb ramps installed shall be in compliance with the ADA, PROWAG, and NCDPW standards.
 - Contractor shall verify the placement of all new ramp configurations prior to installation. Contractor must give 48 hours (2 business days) notification for NCDPW approval.
 - A NCDPW inspector must be present during the installation of any curb ramp.
 - It is recommended that a smart level tool (or equivalent) is used to check the slopes on all form work prior to the placement of concrete.
 - NCDPW Civil Engineering Design Unit must be notified in writing of all work done to curb ramps to update the transition plan inventory.

NOTE: The contractor will be required to maintain safe pathways for pedestrians during the entire time the contract is in effect, including all periods of work shutdown. This may involve mowing of grass, removal of snow and ice, and any other interruptions interfering with their safe travel through the construction zone. Failure of the contractor to insure safe pedestrian passage as determined by County staff, or from pedestrian complaints in the work zone will result in a fine of \$ 500.00 a day. This fine will be deducted from any funds owed the contractor.

11. The Contractor must submit to the Engineer a schedule of work order locations at which he will be working and a tentative schedule of dates that he intends to be at said locations. All work will be done during a normal eight (8) hour day, Monday through Friday. If the Contractor chooses to work beyond the normal work hours, the Contractor will be responsible for reimbursing the County for the

additional cost, including benefits costs, of any County employees and/or County representatives working for the County that work these over time hours.

Note: If work is done under a County declared emergency condition, this provision will not apply.

12. The Contractor will not be allowed to commence more than three (3) work orders at any one time. If the County issues a written declaration of an emergency a fourth work order may be started prior to one of the three in progress work orders being 100% complete. However at no time will more than four Work Orders be in progress.
13. Payment for the work performed under each Work Order, shall be made upon the completion and acceptance by the County. However, final payment will not be made until all punch list work is completed to the satisfaction of the Engineer.
14. Where construction mark-out is performed by County forces, the Contractor shall supply cans of white spray paint, as necessary to permit the mark-out. These cans shall be compatible to the Fox Valley System, "Easy Marker" or equivalent.
15. All weather and temperature requirements specified by the Manufacturers for materials used must be adhered to.
16. Where there are fire hydrants situated along a section of roadway where markers are to be installed, blue double faced markers shall be installed in addition to the normal white and yellow markers in line with the hydrant (as required).
17. No separate cost for mobilization and demobilization will be paid. Cost shall be included in applicable unit price bids.
18. Pavement Restoration
 - a) Stone Base Pavement
 - (1) Longitudinal Openings
 - (a) The pavement over the trench shall be cut back a minimum of 6" on both sides of the trench to insure an even edge.
 - (b) If the remaining longitudinal strip is less than 3 feet on one side, the *total* width of the cutback, trench and side strip must be replaced.
 - (2) Transverse Openings
 - (a) The Pavement over the trench shall be cut back a minimum of 6 inches on both sides of the trench to insure an even edge.
 - (b) Asphalt plant mix, dense base or concrete, shall be used for the replacement of the stone base pavement removed.
 - b) Concrete Base and Finished Concrete Pavement
 - (1) Longitudinal Openings
 - (a) The entire panel width must be removed and replaced. Ends of panel to be saw cut if not at a transverse joint.
 - (b) In no case shall any portion of the existing panel that is less than 6 feet from a transverse joint be left in place.
 - (c) When concrete base panels with macadam overlays are to be removed, the Black

Top shall be cut back a minimum of 6 inches onto the adjacent panels to provide a smooth vertical edge on the Black Top.

- (2) Transverse Openings
 - (a) Transverse openings shall be saw cut 90 degrees to the longitudinal joints.
 - (b) Pavement replacement to be a minimum of 2 feet on both sides of the trench, and a total minimum of 6 feet wide.
 - (c) In no case shall any portion of the existing panel that is less than 6 feet in length from a transverse joint be left in place.
 - (d) Where openings are skewed across the pavement the concrete replacement must be carried straight across each panel and not staggered. No portion of the existing panel that is less than 6 feet from a transverse joint should be left in place.
- 19. The contractor shall ensure that the "Longitudinal Joints" in the top course correspond with the edges of the proposed traffic lanes, or are located within one (1) foot of the pavement markings. Longitudinal joints in the travel lanes wheel path shall be avoided. The crown of the roadway will *not be relocated for any reason*. Joint arrangements will require approval by the Engineer. The contractor must submit a detailed mat layout three (3) working days prior to any paving operations.
- 20. Item 36CX in this contract shall be used to fill all joints and cracks greater than one-inch (1") in the existing pavement as outlined in Nassau County Standard Specifications Item 107.
- 21. Truing and Leveling will only be used when shown on the plans or as directed by the Engineer. The contractor will not be paid for Item 36C unless directed by the Engineer. If this Item is directed to be installed separately other than the top course installation payment will be made under Item 36C, otherwise payment will be made under Item 36DRAR.
- 22. If ROW at any intersection is not shown in the Construction Plans to mill and repave, paving limits will be the flow line or determined by the Engineer in Charge. Also, the Engineer in charge will determine if a topographic survey must be performed to establish a proper flow line.

Note: Compliance with Law

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

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

23. All work performed under this contract shall be in compliance with Appendix EE, "Equal Employment Opportunities for Minorities and Women". As part of the "Detailed MBE/WBE Utilization Plan" the contractor shall provide documentation that a good faith effort was made to meet the intended goals. Also, all work performed under this contract shall include SDVOB goal of 6% or Good Faith Effort.

24. Procedure to Ensure Worker Safety

Work Zone safety was addressed in the contract documents. In addition, the County and contractor will discuss Work Zone safety issues at the pre-construction meeting. The contractor shall provide a safety plan (including subcontractors). The County Project Manager/Consultant R.E will ensure that the contractor has on site at all times at least one person skilled in safety and health procedures familiar with State and Federal safety and health regulations, whose responsibility it will be to monitor methods and procedures. NCDPW will review and approve prime contractor's Health & Safety plan as per NYSDOT Specification 107-05.

It is the Contractor's responsibility to only have on site for the particular contract those workers who successfully completed the OSHA 10-hour construction safety course, and to have each of the worker's certificates of completion with the project records, available for review by NCDPW.

The Health & Safety Plan must be approved by NCDPW prior to the start of contract work.

The Prime contractor will keep NCDPW informed as to their safety meeting schedule. Include with the schedule (whether it is monthly or weekly etc.) any meeting minutes, as well as sign-in sheets as part of the project file/records.

25. Maintenance of Traffic

- a) Maintenance and protection of traffic will be paid on a per day/night, per work order basis for those days/nights when maintenance and protection of traffic is provided. No work shall commence until all appropriate traffic devices have been placed and functioning.
- b) If in the judgment of the Engineer, traffic is not properly and adequately maintained, no payment will be made to the contractor for those days/nights. The price bid shall include the cost of furnishing all labor, materials, tools and equipment necessary to satisfactorily complete the required work.

Note:

During nighttime operations, the Contractor shall supply portable lights on his equipment and to light up the work area. there will be no additional payment for the increase in cost to supply lights and/or nighttime wage differential.

The Contractor, at his option and at no additional cost may install the pavement marking during night-time hours with prior approval by the Engineer. County pavement marking inspection staff will be provided 3 working days to inspect and approve the pavement marking layout before the permanent installation occurs.

26. Utilities

- a) The Contractor is directed to notify all utilities well in advance of beginning work, to allow them to mark-out their facilities.
- b) The Contractor is directed to notify all privately-owned utilities well in advance of beginning work, to allow them time to adjust their manholes and other castings.
- c) The Contractor will see to it that utility valve boxes and manholes are always readily accessible. The Contractor will not store materials over them, and should it become necessary to cover the valves and manholes with soil, will devise a method for finding them quickly and assist the Utility Company to uncover them. Further, the boxes will be uncovered during non-working hours.
- d) Prior to the award of contract, the Contractor will be required to submit a list, certified by National Grid, of his key personnel who have taken the National Grid Safety Course together with a statement that sufficiently trained personnel will be available on the job site at all times.
- e) Mechanical excavation will not be permitted within two feet (2') on either side of any utility or house service so marked by the utility company. Hand digging will be required to expose the utility pipe. All provisions of 16 NYCRR Part 753 shall apply.
- f) Prior to backfilling, a National Grid representative will inspect all gas facilities and any damaged pipe will be repaired by the utility company.
The Contractor's attention is called to existing PSE&G overhead lines. The Contractor is warned to keep all equipment and personnel a minimum of ten feet (10') from any conductor. The Contractor shall fully cooperate with PSE&G and comply with its requirements for safe operations.
- g) The Contractor's attention is called to the fact that there are utilities, both publicly and privately owned, that are within the contract area. The owners of privately-owned utilities may be relocating parts of their existing plants to conform to the new lines and grades of this project. The Contractor shall cooperate with the various agencies carrying out the work, which must be coordinated with the work of this contract.

- h) Existing structures, utilities and facilities, either shown or not shown on the plans, above or below the ground, may not have been located accurately. The Contractor shall determine the locations and elevations of pertinent structures, utilities and facilities, before new installations are started so that there will be no interference with the progression of the work. Any conflict between existing structures, utilities and facilities and the new items of work shall be ascertained by the Contractor prior to commencing any work under the respective items and called to the attention of the Engineer. It is the responsibility of the contractor to protect and maintain utilities or utility structures while working "in proximity". No additional payment will be made for this purpose except for the test holes, Item 122.
 - i) Grades and locations of new installations may be changed by the Engineer, if necessary, to prevent conflict with existing installations. Therefore, the Contractor shall locate all existing installations accurately, both as to line and grade before new items of work are started.
 - j) If the above procedure is not followed by the Contractor and new work has to be removed and replaced, or there is a delay, all the cost will be borne by the Contractor and the County will only pay for the amount of the items in place at the completion of the work.
 - k) The Contractor shall exercise extreme care in the performance of any operation, in the vicinity of the existing or relocated cable pipelines. No such operations shall take place without proper personnel of PSE&G on hand. All excavation in the immediate vicinity of these lines shall be done by hand, with such application as to ensure that the pipe shall not be punctured or the coating disrupted. In the event that any length of cable pipeline is exposed, it shall be supported and protected to the satisfaction of PSE&G inspection personnel. No blind sheeting shall be driven in the proximity of the existing electric cable pipes before first exposing these cable pipes by hand.
 - l) The Contractor should inspect the utility companies' plans to ascertain the location of the underground work and locations of crossings of sewer and drainage work. The Contractor shall coordinate his work with the work being done by the utility companies. It is anticipated that job meetings will be held at various times to aid in coordination of the work.
 - m) Payment for locating utilities will be made only under Item 122, Test Holes.
27. Protection of Facilities - The Contractor shall protect all new work done under this contract from possible injury for the duration of the Contract. He shall be responsible for the repair or replacement, to the satisfaction of the Engineer, of any material, structure, or property on or adjacent to the site and damaged by him or his employees through the construction and demolition operations up to the time of acceptance by the County.
28. Drainage Installations - The Contractor shall plan his work and progress so that at all times either the new or the existing drainage facilities will function to carry off liquids so that no damage or inconvenience will result.
29. Clean-Up
- a) Prior to final acceptance of the work under this Contract, the Contractor shall clean the pipe, manholes and catch basins where construction was undertaken, of accumulated dirt, sand or other materials which have washed into them. No direct payment shall be made for the aforementioned work; but shall be included in the prices bid for the various items of the Contract.
 - b) The Contractor will be required to restore to original condition all areas, outside the work limits, that are disturbed by him during the life of this contract.

- c) No separate payment will be made for any of this clean-up and restoration work, but the cost thereof shall be included in the unit prices bid for various items.
30. Test Cylinders - The Contractor will provide a place for concrete test cylinders close enough to the work so that the cylinders share the same curing conditions. The Contractor will protect these cylinders for the three days they will be left on the job site.
31. Construction in State of New York Rights of Way
- a) Permits - A permit shall be obtained by the Contractor from the State of New York for all work within State rights of way. He shall pay for all costs of obtaining this permit including costs of State inspection. A copy of said permit shall be forwarded to the County prior to start of work.
 - b) General - Acceptance of all work within State rights of way shall be subject to the inspection and approval of the Regional Director, Region 10, State of New York Department of Transportation.
 - c) Payment - No separate or additional payment will be made for conforming to the various requirements of the State of New York Department of Transportation but the cost thereof will be deemed included in the appropriate Contract Items without regard to differences in materials, thicknesses and types of pavements and methods of construction, temporary construction or maintenance of traffic.
32. Construction in the City of New York Rights of Way
- a) Permits - Shall be obtained by the Contractor from the City of New York for all work within City rights-of-way. He shall pay for all costs of obtaining such permits including costs of City inspection.
 - b) General - Acceptance of all work within City rights of way shall be subject to the inspection and approval of the Transportation Administration Administrator, Office of Construction Coordination, 40 Worth Street, New York, N.Y. 10013.
 - c) Payment - No separate or additional payment will be made for conforming to the various requirements of the City of New York Transportation Administration but the cost thereof will be deemed included in the appropriate Contract Items without regard to differences in materials, thickness and types of pavements and methods of construction, temporary construction or maintenance of traffic.
33. The contractor shall supply the following equipment at the start of the project.

MINIMUM SPECIFICATION

Hand Held Infrared Thermometer:

Provide One Fluke Series 63 Infrared Thermometer
Temperature Range 25-999 Degrees Fahrenheit
Distance to Spot 12:1 at Focus Point or approved equal

Holster: Provide One Fluke Infrared Thermometer Holster Model H6 or approved equal

Calculator: Provide One Construction Master - ProDesktop Model 44080 or approved equal

Boots: Provide Four Pairs Timberland Pro – Helix Soft Toe Work Boots or approved equal

At the completion of the Contract, all above referenced equipment shall become the property of Nassau County. The cost of this equipment shall be included in the cost of Item 1M-Mobilization.

34. Contractor shall provide one (1) cell phone under this item, so that County's Engineer may maintain contact with inspection forces. It must be a smart phone (type to be approved by the Engineer) with a minimum 256 GB storage capacity along with a mobile charger and a hard-protective cover. No work may begin until the phone is provided, and service is activated. The smart phone service shall be maintained for the duration of the contract. The phone shall be replaced at no additional cost to the County if damaged or lost, otherwise cease the operation.
35. The Contractor shall supply to the inspection forces one (1) new measuring wheel (Wheel Master DigiRoller Plus 3 Model 6575 or approved equal) At the completion of the contract said wheel and smart level shall remain with or become the property of the County.
36. The contractor when submitting shop drawings for approval must specify the work order number and location that said shop drawings will be used on.
37. Erosion and Sediment Control: The contractor shall assume responsibility for the temporary control of soil and water pollution that could potentially result from construction activities and shall be in accordance with Federal, State and Local regulations, as well as the Contract specifications and directions of the County representatives. All necessary precautions shall be taken to prevent contamination of waters and surrounding areas by slit, sediments, fuels, solvents, lubricants, epoxy coating, wet concrete, concrete leachate, washings from concrete equipment or any other pollutant associated with drilling and construction procedures. Specific reference is made to the New York State Department of Environmental Conservations' "Guidelines for Urban Erosion and Sediment Control", along with any subsequent updates. Associated costs for erosion and sediment control, inspection and maintenance of the same as mentioned above, including any permits required, shall be included in the unit prices for individual items.
38. When ordered, all concrete supplied for Items 26, 27 and 28 will include an admixture such as will assure compressive strength cores of 2500 PSI in 48 hours. The admixture will be added to the concrete at a rate recommended by the supplier. The cost of the admixture will be included under Items 26, 27 & 28.
39. The contractor shall have a full time Supervisor, fluent in English on the project at all times.

40. No Asphalt top course will be allowed to be placed after December 1st (unless approved by the Commissioner and as long as other conditions are met) or if the receiving surface temperature is equal to or below 45 Degrees Fahrenheit, or if the receiving surface is not completely dry for any reason.
41. All layout of traffic pavement markings must be completed immediately after paving and prior to opening the newly paved surface to traffic. The cost of all layout of traffic pavement markings shall be included in the various items of the Contract.
42. The Contractor must contact the Resident Engineer or Jose Viteri of the Nassau County Project Manager by calling (516) 571-6926, within 48 to 72 hours prior to final pavement marking placement. On all roadways resurfaced under this contract, epoxy reflectorized pavement markings shall be placed within 3 business days of final paving. A \$1,000.00 per day penalty will be deducted from the various asphalt items after 3 business days until the epoxy is placed.
43. The Contractor must notify the Resident Engineer or Jeff Lindgren of the Nassau County Traffic Management Section prior to any lane closures by calling (516) 571-6998, by email jlindgren@nassaucountyny.gov, or TrafficHelp@nassaucountyny.gov; two (2) of the three (3) forms of contact must be used to ensure contact has been made.
The contractor must submit any lane closure to Nassau County Traffic Management website:
<https://apps.nassaucountyny.gov/trafficmanagement/closureform.php>
44. Any existing traffic signal post, pole, mast arm shaft, or strain pole affected by the installation of handicap ramps or change in grade must be height adjusted to bring the base plate to match new grades, including removing the pole/post and adjusting the anchor nuts, and reinstallation of the pole and equipment. Existing raincap is to be removed and new one installed as per Nassau County traffic signal foundation item specifications. All signal head heights must be checked before any pole height is adjusted so that they continue to meet signal head height requirements.

All traffic signal pushbuttons need to be adjusted in height to be ADA compliant, if affected by the ramp installation which includes changes in grade from existing and meet the Nassau County traffic signal specifications.

All traffic signals shall be placed on recall mode prior to any milling or asphalt paving.

The contractor must notify the Resident Engineer and Sheila M. Dukacz of the Nassau County Traffic Signal Management Section by calling (516) 572-0465, ext. 20958 or by email sdukacz@nassaucountyny.gov prior to any work involving alteration of traffic signal equipment or infrastructure including placing traffic signals within the work area on recall if required and return them to the existing operation once all work is completed. A Nassau County Traffic inspector must be present upon the completion of this work.

The contractor must notify the Resident Engineer or Nassau County Project Manager and coordinate with Nassau County Traffic Signal Management Section all required traffic loop installations.

45. The contractor is to notify all privately owned utilities at least 5 business days before starting work to permit the utility time to adjust their facilities.

46. The contractor will also be required to adjust all municipality owned drains, sewers, and/or water - manholes, surface inlets, and/or meter pits, under Item 16X-Adjusting Manholes, and Water Valves under Item 114 - Adjustment of Water Valve Box Elevations.

The contractor must notify all water districts and/or municipality owned water companies of any water valves that cannot be opened so that they can be adjusted, prior to resurfacing the roadways. Any complaints that the County receives for manholes and/or water valves not raised will be referred to the contractor to rectify at no cost to the County of Nassau.

If any water valve and/or gas valve box tops are milled off, complete replacement of the valve box top section will be required at no cost to the County of Nassau.

47. Under Item 116A a depth of 1" - 2" is required. Any depth greater than 2" and/or as ordered by the Engineer shall be prorated for payment. On a completely milled roadway, temporary 4" wide traffic lines shall be painted directly after the milling has been completed. The cost shall be included in Item 102X or 102Y.

48. Survey Stakeout - Survey work shall be paid for under Survey Stakeout (Item 136S) only when done with prior written approval of the project manager. When the work is completed in less than an 8 hour shift the payment will be prorated for the actual time required. Survey work done to determine the contractors' payment will not be paid for under this item.

49. **Sanitary Sewer Notes**

- a) The Contractor shall notify the Water/Wastewater Engineering a minimum of two (2) working days prior to work involving any sanitary sewer facilities. Notification is to be made by calling (516) 571-6841
- b) All work shall be in accordance with NCDPW Standard Specifications and Details for the Construction of Sanitary Sewers, latest edition 2003. All work must be performed in the presence of a Nassau County inspector.
- c) All sanitary sewer house connections and laterals shall be located prior to any excavation by Contractor.
- d) The Horizontal/Vertical separation of sewer and drainage pipe or water main/services shall meet or exceed the requirements outlined in the RECOMMENDED STANDARDS FOR SEWAGE WORKS (Ten States Standards), latest edition.
- e) Where sanitary or house connection sewers cross over a drainage trench area, the sewer shall be replaced with Ductile Iron extending a minimum of five (5) feet each side of crossing to undisturbed soil. The same replacement shall apply for sewers under a drainage trench area within twelve (12) inches clearance, bottom of drain to top of sewer.
- f) All pipes, manholes and appurtenances shall have the County approval stamp thereon or written certification acceptable to the County, before the material can be installed.
- g) Where it is necessary to raise sanitary sewer manhole castings to grade for repaving, fixed frame castings must be raised either by adjusting the height of the brick masonry or using an approved insert (metal inserts are not permitted). Adjustable frame type manholes may be raised by adding up to a maximum of two, one-inch (1") adjustment rings to achieve final grade.

- h) All non-adjustable Nassau County sewer manhole castings will be replaced with new adjustable manhole castings under Item 34 - Miscellaneous Metals and installed under Item 16X - Altering Brick Manholes. The cost of painting the new adjustable manhole castings with two coats of asphaltum paint shall be included in the various items of the contract.

No inserts are to be used. Manholes must be physically raised, except Adjustable Frame type. No payment will be made for manholes that are not set to proper grade. Where sanitary sewer manholes are of the adjustable frame type, a maximum of two (2) one inch adjustment rings will be allowed to bring casting to finished grade.

The contractor must inspect all Village-owned manhole castings at least one week prior to start of work and should any damaged castings be found to exist, the Contractor shall contact the Village and request a replacement casting to be furnished for the Contractor to install. All work shall be included under Item 16X - Altering Brick Manholes.

- i) The Contractor shall comply with all OSHA requirements for entry into a confined space whenever it is necessary for a Contractor's employee to enter a Nassau County sanitary sewer manhole. The minimum requirements the Contractor must comply with are:
- i. Contractor issued "ENTRY PERMIT";
 - ii. Confined space entry monitor to test for toxic, explosive and oxygen deficient atmosphere;
 - iii. Confined space rescue and retrieval equipment.

The Contractor will not be permitted to work in a Nassau County sanitary sewer manhole, unless he complies with all applicable OSHA requirements.

- j) The Minimum/ Maximum height limits for brickwork for new manholes are (4) four inches and (16) sixteen inches, respectively. Adjustments to chimney height to meet the limits shall be by altering the precast manhole barrel. Additional requirements are:
- A. Only concrete brick will be used for brickwork.
 - B. The manhole frame is to be set in Portland cement concrete. Brick mortar will not be permitted.
 - C. The manhole covers must be at Finished Street Grade. Warping or feathering of the pavement to meet improperly set manholes will not be permitted.
 - D. The manholes and covers must be clean and free from all road paving materials and debris prior to painting the castings.

50. **Nassau County Drainage Manholes**

All Nassau County drainage manhole frames and castings raised under Item 16X, shall be replaced with new adjustable two part manhole frame and casting including new cover. No adjustment rings will be allowed in these castings. They should be raised to the proposed roadway grade. Payment for these new frames, covers, and castings shall be made under Item 34 - Miscellaneous Metals. If any debris is found by the contractor's carelessness in raising the drainage manholes it must be cleaned out immediately.

51. The contractor will be required to remove all existing plowable markers prior to the paving operation. Payment for the removal of existing plowable markers will be included in the cost of the various bid items. The voids left from the removal of the plowable markers will immediately be filled with Asphalt Cement, Type 1A, which will be paid for under Item 36DRAR.
52. The contractor will be required to remove the following traffic markings just prior to the paving operations: *crosswalks, arrows, and stop lines*. Payment for removing these traffic markings will be included in the cost under Item 36DRAR. Non paving areas (side streets) traffic pavement markings shall be removed under Item 137.
53. The contractor will be required to handout notices to the local homeowners and businesses affected by the milling and paving operations 24 hours prior to work starting.
The contractor must set up portable variable message signs at the limits of the job site three (3) days prior to the start of milling and/or paving, giving the start dates and work hours. Payment shall be made under Item 102PVMS – Portable Variable Message Sign.
54. When the final yield factor is not within the tolerances specified of the County worksheets for Item 36DRAR, plus the leveling used in Item 36DRAR, maximum payment of asphalt in those items shall be shown below:

Percent over Engineer's Estimate: Maximum Payment

5 to 10 Percent	95 percent of the total asphalt material delivered to the project
11 to 20 Percent	90 percent of the total asphalt material delivered to the project
21 to 25 Percent and Over	85 percent of the total asphalt material delivered to the project

55. GA-GC -Asphalt Quality Control at Asphalt Plants – if ten (10) Nassau County DPW Lab samples fail due to low AC content and/or 15 gradation samples fail, the approved job mix formula, one (1) percent for each infraction of asphalt concrete produced from that plant will be deducted from the total for Item 36DRAR - Rut Avoidance Asphalt Type 1A.
56. The Contractor is required to coordinate his work with Public Agencies and Private Utility companies to avoid conflicts and to arrange for castings and appurtenances which are to be adjusted by others in advance of performing any final pavement overlay work. The contractor is required to obtain approval for limits of proposed pavement milling and overlay work, sidewalk ramp type and layout of proposed pavement markings from a County representative prior to performing any proposed work.

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**2019 Nassau County Resurfacing Requirements Contract
in the Towns of
Hempstead, North Hempstead & Oyster Bay
and in the Cities of
Glen Cove & Long Beach
Nassau County, New York**

CONTRACT NO. H61587-03Q

SPECIAL PROVISIONS

1. Past History

To assist you in the bid process, we have reviewed the County's recent past history of expenditures for the nature of the work being bid herein. Our records have indicated that an average amount in excess of \$100,000.00 worth of work has been accomplished when a lane mile of road is identified for resurfacing, it is understood and agreed, however, that this allocated amount may be amended if budgetary allowances in said sums are not voted on and approved by the Nassau County Legislature for the County fiscal years in which said work is to be performed. Be advised that this figure is provided for your guidance only and is not to be interpreted as an indication that any specific dollar amount of work is contemplated through the establishment of the contract being bid at this time.

2. POLITICAL SUBDIVISION

- a. The Bidder agrees in submitting a bid that political subdivisions of New York State, either whole or partly within Nassau County, where applicable by law, will be permitted to participate in this contract per the same terms and conditions stated within. These subdivisions will be wholly responsible for any and all debts incurred by them as participants in this contract.
- b. Political subdivisions are defined as towns, incorporated villages, school districts, fire districts and library districts.

Addenda Notes and Modification to the Nassau County Specifications

NOTE: Where a standard Nassau County item has been modified for use under this agreement for payment purposes all the provisions of the standard item will apply unless indicated otherwise herein.

ITEM 1X - CLEARING AND GRUBBING

Please refer to Item No. 1 of the Nassau County Standard Specifications (2009)
(except for C and D).

C. Method of Measurement.

The quantity to be paid for under this item will be the number of square yards of clearing and grubbing provided in accordance with the Plans and Specifications as determined by the Engineer.

D. Basis of Payment.

The price bid per square yard for this item shall include the cost of furnishing all labor, material and equipment necessary to complete the work satisfactorily.

ITEM 2 – UNCLASSIFIED EXCAVATION

Under this item the Contractor will be required to place any or all of the Concrete Items as covered under Item 2 of the Nassau County Standard Specifications (2009)

Under this item the Contractor will be paid under the following schedule on each work order:

Item 2-A	-	0 CY to 25 CY placed
Item 2-B	-	26 CY to 100 CY placed
Item 2-C	-	101 CY and over placed

ITEM 3 – TRENCH, CULVERT AND BRIDGE EXCAVATION

Under this item the Contractor will be required to place any or all of the Concrete Items as covered under Item 3 of the Nassau County Standard Specifications (2009)

Under this item the Contractor will be paid under the following schedule on each work order:

Item 3-A	-	0 CY to 25 CY placed
Item 3-B	-	26 CY to 100 CY placed
Item 3-C	-	101 CY and over placed

ITEM 16X - ALTERING BRICK MANHOLES

All the provisions of Item 16A, 16B & 16C of the County of Nassau Department of Public Works 2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development Construction, as currently revised, shall apply with the following modifications and/or additions:

The contractor will adjust municipality owned electric pull boxes and manholes under Item 16X-Adjusting Manholes.

A. Description

- a. A 7' x 7' square area shall be saw cut full depth in the existing pavement around each manhole casting that is to be adjusted, thus allowing approximately two feet of space for the use of a plate tamper on the new base asphalt. In the event a transverse or longitudinal joint in the concrete pavement is encountered, a minimum of six feet of pavement must remain, otherwise the Item 111 limit will be the joint.
- b. All loose brick and mortar under the casting must be removed and replaced before any new material is used.
- c. Final adjustment will be made with use of metal or solid plastic shims and quick set mortar.
- d. Surface inlets that cannot be adjusted with inserts will be done as indicated above.

B. Method of Measurement

The number of manholes to be paid for under this item will be the number altered in accordance with the Plans and Structure Sheet, as specified herein and ordered by the Engineer

C. Basis of Payment

The unit price bid shall include the cost of all labor, material and equipment necessary to complete the work except new head-frame castings, metal covers and all other metals furnished and installed as ordered by the Engineer will be paid for under Item 34 – Miscellaneous Metal

ITEM 17A – CLASS A CONCRETE FOR STRUCTURES

Under this item the Contractor will be required to place any or all of the Concrete Items as covered under Item 17A of the Nassau County Standard Specifications (2009)

Under this item the Contractor will be paid under the following schedule on each work order:

Item 17A-A	-	0 CY to 25 CY placed
Item 17A-B	-	26 CY to 50 CY placed
Item 17A-C	-	51 CY to 100 CY placed
Item 17A-D	-	101 CY & over placed

ITEM 17D - CLASS D CONCRETE FOR STRUCTURES

Under this item the Contractor will be required to place any or all of the Concrete Items as covered under Items 17D of the Nassau County Standard Specifications (2009).

Under this item the Contractor will be paid under the following schedule on each work order:

ITEM 17D-A -	0 CY to 25 CY placed
ITEM 17D-B -	26 CY to 50 CY placed
ITEM 17D-C -	51 CY to 100 CY placed
ITEM 17D-D -	101 CY & over placed

ITEM 17F - CLASS F HIGH EARLY STRENGTH CONCRETE

Under this item the Contractor will be required to place any or all of the Concrete Items as covered under Items 17F of the Nassau County Standard Specifications (2009).

Under this item the Contractor will be paid under the following schedule on each work order:

ITEM 17F-A -	0 CY to 25 CY placed
ITEM 17F-B -	26 CY to 50 CY placed
ITEM 17F-C -	51 CY to 100 CY placed
ITEM 17F-D -	101 CY & over placed

ITEM 17PPCC – PERVIOUS PORTLAND CEMENT CONCRETE

A. DESCRIPTION:

Furnish and place non-reinforced pervious Portland cement concrete in accordance with the plans and specifications. Common applications include, but not limited to, parking lots, shoulders, bicycle paths, sidewalks and driveways.

B. MATERIALS:

Pervious Portland cement concrete shall be manufactured in accordance with the requirements of NYSDOT Standard Specifications, Section 501-2, with the following modifications:

Design a pervious Portland cement concrete mixture as specified in this document. Produce a homogeneous mixture of cement, pozzolan (fly ash or GGBFS), coarse aggregate, set retarding water reducing admixture, water reducing admixture, viscosity modifying admixture (VMA) and water.

Coarse aggregate gradation shall meet the requirements of size 1 or 1A in table 703-4 of the NYSDOT Standard Specifications, Section 703-AGGREGATES. Aggregate/cement ratio shall be in the range of 4:1 to 4.5:1.

Use Type I, II or I/II cement. Cementitious content shall be a minimum of 520 lb/yd³ for size 1 aggregate, and a minimum of 580 lb/ yd³ for size 1A aggregate. Water/cementitious ratio shall be in the range of 0.27 – 0.34.

At least one (1) week prior to placement of the test panel, provide the Regional Materials Engineer with the following:

1. List of all materials and source numbers.
2. Proposed mix design batch weights, including design unit weight.
3. Proposed production facility and location.

C. CONSTRUCTION DETAILS:

All the provisions of NYSDOT Standard Specifications, Section 501-3 shall apply with the following modifications:

The Contractor shall provide a minimum of one National Ready Mix Concrete Association (NRMCA) Certified Pervious Concrete Technician at the placement site.

Mix the concrete in approved transit mix trucks. Load trucks to a maximum of 80% of the rated mixer capacity.

Thoroughly wet the entire subbase surface for a minimum of 2 hours immediately prior to placement. Remove all standing water prior to placement.

The NRMCA Certified Technician shall check each truck for uniformity during discharge. Mix water shall be such that the cement paste displays a “wet metallic sheen” without

causing the paste to flow from the aggregate. Additions of water to the mix, as directed by the Certified Technician, shall be followed by 20 mixing revolutions.

The concrete shall be deposited as close to its final position as practicable and such that fresh concrete enters the mass of previously placed concrete. The practice of discharging onto subbase and pulling or shoveling to final placement is not allowed.

Unless otherwise approved by the Engineer in writing, the Contractor shall provide mechanical equipment of either slipform or form riding with a following compactive unit that will provide a minimum of 10 psi vertical force. The pervious concrete pavement will be placed to the required cross section and shall not deviate more than $\pm \frac{1}{4}$ inch in 10 feet from profile grade.

Preferred method of strike off and compaction is the use of a form riding roller screed (i.e. NRMCA "One step method"). If allowed by the Engineer, the NRMCA "two step method" may be employed. If the two step method is used, strike off the concrete to approximately $\frac{3}{8}$ in. to $\frac{3}{4}$ in. above the forms to allow for compaction. After strike off, compact the concrete to the height of the forms. Compaction shall be accomplished by rolling over the concrete with a steel roller, compacting the concrete to the height of the forms. Concrete shall be covered with minimum 6 mil plastic prior to rolling to prevent aggregate pull outs. Compaction shall be completed within 15 minutes of placement. Edges near forms shall be compacted using a 1 ft. by 1 ft. steel tamp, a float, or other similar device to prevent raveling of the edges. If vibration, internal or surface applied, is used, it shall be shut immediately when forward progress is halted for any reason.

After mechanical or other approved strike-off and compaction operation, no other finishing operation will be allowed.

The Contractor will be restricted to pavement placement widths of a maximum of fifteen (15') feet unless the Contractor can demonstrate competence to provide pavement placement widths greater than the maximum specified, to the satisfaction of the Engineer.

Curing procedures shall begin within 15 minutes after placement. The pavement surface shall be covered with polyethylene curing covers meeting NYSDOT Standard Specifications, Section 711-04, or other pre-approved covering material. Overlap curing covers a minimum of 18 inches. Prior to covering, a fog or light mist shall be sprayed above the surface. The cover shall overlap all exposed edges and shall be fully secured throughout the curing period (without using dirt) to prevent dislocation due to winds or adjacent traffic conditions. The polyethylene covering shall remain on the surface for the full duration of the cure time. Supply form insulating materials when the air temperature is expected to fall below 40°F at any time during the curing period.

Cure Time:

- a. Minimum of 7 days.
- b. No truck traffic shall be allowed for 10 days (no passenger car/light trucks for 7 days).

Jointing: Control (contraction) joints shall be installed at maximum 20-foot intervals. They shall be installed at a depth of least 1/4 the thickness of the pavement. It is recommended that these joints be installed in the plastic concrete with a rolling joint tool. Saw cut joints, if used, should be installed as soon as the pavement has hardened sufficiently to prevent raveling and uncontrolled cracking (normally immediately after curing). Transverse construction joints shall be installed whenever placing is suspended a sufficient length of time that concrete may begin to harden. In order to assure aggregate bond at construction joints, a bonding agent suitable for bonding fresh concrete shall be brushed, rolled, or sprayed on the existing pavement surface edge. Isolation (expansion) joints will not be used except when pavement is abutting slabs or other adjoining structures.

Testing, Inspection, and Acceptance

- I. Test panel(s): At least one week prior to use, the Contractor shall place, joint, and cure a test panel, a minimum of 100 sq. ft. at the required project thickness, designed in-place unit weight, and finish. The test panel will be constructed at a location designated by the Engineer and will remain in place for the duration of the project to be used as a reference for acceptance of the pavement surface.
 1. Satisfactory performance of the test panels will be determined by:
 - i. Void Structure: 15% minimum; 25% maximum as per ASTM C1688.
 - ii. Unit weight (Density): Unit weight shall be within 5 lb/ft³ of the design unit weight as per ASTM C1688.
 - iii. Infiltration Rate: Infiltration rate shall be a minimum of 100 in./hr as per ASTM C1701. Perform this test after 7 day cure.
 - iv. Compacted Thickness: Core the test panel at a minimum of 7 days and determine the compacted thickness as per ASTM C42. Compacted thickness shall be within 1/4" of the specified thickness.
 2. If the test panel does not meet performance criteria, it shall be removed and redone at the Contractor's expense, and the failed test panel disposed of in an appropriate manner.
 3. The test panel will not be incorporated into the work, and will be removed when ordered by the Engineer.
- II. Testing:

During production, the following shall be conducted at the Contractor's expense:

 1. A minimum of one test for each day's placement of pervious concrete in accordance with ASTM C 1688 to verify unit weight and percent void content. Unit weight shall be within 5 lb/ft³ of the design unit weight.
 2. In a slipform paving operation, determine plastic thickness according to NYSDOT Standard Specifications, Section 502- 3.08. Perform this test at the frequency indicated in the NYSDOT Standard Specifications, Section 502-3.08, but at a minimum of twice per day. Fixed form thickness shall be determined by measuring from grade to top of forms prior to paving. Thickness shall be within 1/4" of the specified thickness.

3. Infiltration Rate: Test as per ASTM C1701 after 7 day cure at a minimum of three locations chosen by the Engineer. Infiltration rate shall be a minimum of 100 in./hr.

Should any of these test results fall outside of the specified limits, the concrete shall be removed, replaced, and retested at no additional cost.

IV. METHOD OF MEASUREMENT:

This work will be measured as the number of cubic yards of pervious Portland cement concrete satisfactorily furnished and installed in accordance with the plans, specifications, and orders of the Engineer.

V. BASIS OF PAYMENT:

The unit price bid per cubic yard shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work, including preparing the subbase, saw cutting, and providing a test panel(s), except that any necessary excavation and subbase course will be paid for under their appropriate items.

ITEM 22C - BASE COURSE ASPHALT CONCRETE - TYPE DENSE BASE

Under this item the Contractor will be required to place any or all of the Asphalt Items as covered under Items 22C-2.

Under this item the Contractor will be paid under the following schedule on each work order:

ITEM 22C-A -	0 Ton to 25 Ton placed
ITEM 22C-B -	26 Ton to 50 Ton placed
ITEM 22C-C -	51 Ton to 100 Ton placed
ITEM 22C-D -	101 Ton & over placed

ITEM 26S - CONCRETE CURB (SPECIAL)

A. Description.

1. Under these Items the Contractor shall cast-in-place concrete curb of various types to match existing and/or conform to those types listed above as shown on the Plans, appropriate Standard Detail Sheets, or as ordered by the Engineer.

B. Materials.

1. The concrete placed under this item for conventionally formed curb shall be Class A, and for machine-formed curb, Class J, and shall conform in all respects to the requirements of PART THREE, SECTION A. The details of concrete materials permitted in this Item are shown in Table 1, "Concrete Mixtures" in Article 2 of Section A. Bar reinforcement shall conform to the requirements of M17.
2. Class F High Early Strength concrete or Class C concrete may be substituted for Class A concrete, if such substitution is approved by the Engineer. Class F concrete shall meet the requirements of Item 17F, and Class C concrete shall meet the requirements of Item 17C. No substitution may be made for Class J concrete.

C. Construction Details.

1. The concrete curb shall be cast in place in sections approximately 20' long and provision made at each joint for expansion of 1/4". Where joint supports are used between curb and reinforced concrete pavement or concrete foundation course, construction joints shall be located at approximately 20' intervals and/or opposite each joint in the pavement. Expansion joints 3/4" in thickness shall be located opposite each pavement expansion joint. Expansion joints 1/2" in thickness shall be installed in the curb at the beginning and end of all curb returns, all sharp curves, at each side of drainage structures or castings, at each side of driveway curb cuts and between curb and sidewalk or other abutting structures.
2. Expansion joint filler shall be pre-molded bituminous material conforming to M32. It shall be cut to fit the cross-section of the curb and shall be accurately installed and firmly secured in position.
3. All forms shall be set true to line and grade and held rigidly in position. They shall be either of metal or of acceptable planed and matched lumber, and shall be of such construction as to allow for inspection for grade and alignment and that will produce a smooth surface on the finished curb.
4. The concrete shall be compacted by means of an approved immersion type, mechanical vibrator of a size and weight sufficient to vibrate the entire concrete mass thoroughly without damaging or misaligning the forms. The vibrator shall be introduced into the concrete at one foot intervals for a period not to exceed two seconds for each immersion. When directed the concrete shall be compacted by working or spading by hand along the faces of the rear and front forms or pavement edge for the full depth. All compacting shall be performed while the concrete is in a plastic state and shall be to such extent as will secure a dense mass with even and uniform surfaces free from aggregate pockets or honeycomb.
5. The back forms shall be left in place at least 24 hours or until the concrete has set sufficiently so that, in the judgment of the Engineer, they can be removed without injury to

the curb. After the concrete has attained its initial set, the face forms shall be removed and the exposed faces of the curb shall be immediately tooled, rubbed down and finished to a smooth, true and uniform surface as directed but no plastering will be permitted. For this work, only skilled finishers shall be employed. All joints shall be retooled for the full depth subsequent to the completion of the facing work.

6. At the Contractor's option, either M34 quilted covers, M34A polyethylene coated burlap blankets, M34B polyethylene curing covers or M34C waterproof paper blankets shall be used in curing concrete curb. Other methods of curing may be used only if so indicated on the Plans, in the Itemized Proposal or permitted in writing by the Engineer.
7. The Contractor shall protect the curb, keep it in true alignment and first class condition until the completion of the contract. Any curb which is damaged at any time previous to the final acceptance of the work or which is unsatisfactory shall be removed and replaced with acceptable curb at the Contractor's own expense.

D. Method of Measurement.

1. The quantity to be paid for under this item will be the number of linear feet of curb placed in accordance with the Plans, Specifications and orders of the Engineer.

E. Basis of Payment.

1. The price bid per linear foot shall include the cost of furnishing all labor, materials and equipment necessary to complete the work satisfactorily, including bar reinforcement and all grading including removal of existing curb unless otherwise shown on the Plans or in the Proposal.
2. Payment will be made at the unit price bid regardless of any approved substitution for the classes of concrete.

ITEM 27MS - CONCRETE MOWING STRIP > 16"- 36" WIDE

The Standard Specifications for Item 27 shall apply with the following modifications:

A. Description.

1. Under this Item the Contractor shall construct a one course cement concrete mower strip with properly prepared sub-grade where and to the lines, grades, and details indicated on the plans in accordance with the specifications and/or orders of the Engineer.
2. The Contractor shall restore six (6") inches of grass area on either side of the mower strip in accordance with Item 368 - Topsoil and Grass Seeding. Payment shall be made under Item 27MS.

B. Method of Measurement.

The quantity to be paid for under this Item shall be the number of linear feet of cement concrete mowing strip measured in place and completed in accordance with the Plans and Specifications.

C. Basis of Payment.

The unit price bid per linear foot for this Item shall include the cost of all labor, materials, tools and incidentals necessary to satisfactorily complete the required work, including but not limited to mowing strip installation and grass area restoration.

ITEM 33X – EPOXY COATED BAR REINFORCEMENT FOR STRUCTURES

A. Description

1. The work under this item shall conform to the applicable requirements of Item 33 - Bar Reinforcement of the Nassau County Standard Specifications, except as modified by the plans and/or by the specifications, as stated herein.

B. Materials

1. Reinforcement.

- a) This shall meet the requirements of ASTM A615 Grade 60.

2. Epoxy Coating Material.

- a) The epoxy coating material shall be an organic, powdered epoxy resin that is applied by the electrostatic method. The epoxy coating materials shall be approved by the County.

3. Patching Material.

- a) Patching or repair materials shall be supplied by the epoxy coating manufacturer. The patching material shall be compatible with the epoxy coating, inert in concrete, and shall be suitable for use in making field repairs.

4. Coating Application.

5. Surface Preparation.

- a) The surface of bars to be coated shall be blast cleaned in accordance with the Steel Structures Painting Council – Surface Preparation Specifications No. 10 (SSPC-SP10), Near White Blast Cleaning. After blasting, the cleaned surface of the bar shall be defined by SSPC-Vis1, Pictorial Standards ASa 2- 1/2, BSa 2-1/2, or CSa 2-1/2, as applicable.

6. Coating Application.

- a) The powdered epoxy resin coating shall be electro-statically applied in accordance with the recommendations of the coating manufacturer. The epoxy coating may be applied before or after fabrication of the reinforcing bars.

7. Coating Thickness.

- a) The epoxy coating shall be applied as a smooth, uniform coat. After curing, the coating thickness shall be 7 plus/minus 2 mils. Coating thickness shall be controlled by taking measurements on a representative number of bars from each production lot. Coating thickness measurements shall be conducted by the method outlined in ASTM G12.

8. Continuity of Coating

- a) The coating shall be checked visually after cure for continuity. It shall be free from holes, voids, contamination, cracks and damaged areas.
- b) The coating shall not have more than two holes (pinholes not visible to the naked eye) in any linear foot of the coated bar. A hole detector shall be used, in accordance with

manufacturer's instructions, to check the coating for holes.

9. Coating Cure

- a) The coating applicator shall check each production lot to determine that the entire production lot of coated bars is in a fully-cured condition.

10. Flexibility of Coating

- a) The flexibility of the coating shall be evaluated on a representative number of bars selected from each production lot. The coated bar shall be bent 120 degrees (after rebound) around a 6-inch diameter mandrel. The bend shall be done at a uniform rate and may take up to one minute to complete. The test specimens shall be at the thermal equilibrium between 20 and 30 degrees C (68-85 degrees F) at the time of testing.
- b) No cracking of the coating shall be visible to the naked eye on the outside radius of the bent bar.

11. Plant Inspection

- a) The County reserves the right to have its authorized representative to observe the preparation, coating and testing of the reinforcement bars.
- b) The representative shall have free access to the plant and any work done when access has been denied shall be automatically rejected.

C. Construction Details

1. Shop Repair of Coated Bars

- a) Epoxy coated reinforcement bars which do not meet the requirements for Coating Thickness, Continuity of Coating, Coating Cure or Flexibility of Coating shall not be repaired.
- b) Reinforcement bars with these defects shall be replaced or alternately, stripped of epoxy coating, re-cleaned and recoated in accordance with the requirements of this specification.
- c) Coating breaks due to fabrication and handling shall be repaired with patching material if the defective area is greater than the cross-sectional area of the reinforcement bar. Defects which are smaller than the cross-sectional area need not be repaired.
- d) The repair of coating breaks shall be limited to bars on which the total of the defective coating bar does not exceed 5 percent of the surface area of the reinforcement bar. Bars with greater than 5 percent damage shall be replaced or alternately, stripped of epoxy coating, re-cleaned and recoated in accordance with this specification.

2. Handling

- a) All systems for coated bars shall have padded contact areas for the bars, wherever possible. All building bands shall be padded and all bundles shall be lifted with a strong back, multiple supports or a platform bridge so as to prevent bar to bar abrasion from sags in the bar bundle. The bars or bundles shall not be dropped or dragged.

D. Method of Measurement

The quantity to be paid for under this item is the number of pounds of bar reinforcement exclusive of chairs, fastenings and supports, that is incorporated in the work as shown on the Plans or as ordered by the Engineer. The weight of bar reinforcement will be computed by utilizing the unit weight for each size bar given in the "Table of Standard Weights". If the Engineer allows the substitution of larger bars than have specified, or splices not shown on the Plans or specifically ordered by him, payment will be only for weight of steel which would have been required if the specified size and length of bar had been used.

E. Basis of Payment

The unit price bid, per pound, for this item shall include the cost of furnishing all labor, materials and equipment necessary to complete the work. The cost of furnishing and placing chairs, fastenings and supports shall be included in the unit price bid for this item.

ITEM 35T - TIMBER GUIDE RAIL

A. Description.

Under this item the Contractor shall furnish and install Timber Guide Rail at the location(s) indicated on the Plans and in accordance with the Specifications and appropriate Standard Detail Sheet and as directed by the Engineer.

B. Materials and Construction Details.

1. Lumber shall be of the size and type shown on the plans. Rails and posts shall be dried after treatment and shall not have over 15% moisture content or not over 19% air-dried. Lumber shall be Southern Yellow Pine No. 1 Dense SR (1500 F) and grade stamped.
2. All lumber shall be straight, smooth and free of splinters. Where exposed, all lumber shall have an eased edge and straight edges.
3. The lumber shall be subject to inspection and approval by the Engineer after arrival on the site.
4. All lumber used shall be treated with ACQ - Ammoniacal Copper Quaternary produced in accordance with ACQ Preserve Standard ACQ 01-02 and the appropriate AWWA Standard (Category UC1, UC2, UC3A, UC3B, UC4A, UC4B, U1 AND T1). The ACQ retention rate shall be a minimum of 0.60 lbs/cf.
5. Concrete for footings shall conform to Class A concrete 1-2-4 mix as specified in Item 17A, but payment shall be made under this item. Footings shall be cast rough in the ground and pitched above grade to shed water. The cost of excavation and backfilling for footings shall be paid for under this item.
6. The Contractor shall install the Timber Guide Rail in accordance with the Plans, Specifications and direction of the Engineer.

C. Measurement and Payment.

1. The quantity to be paid for under this item shall be the actual linear feet of Timber Guide Rail furnished and installed as indicated on the Plans, as required by the Specifications or where directed by the Engineer.
2. The unit prices bid for Timber Guide Rail under this item shall include the cost of all labor, tools, materials, equipment and other incidentals required to satisfactorily complete the required work as indicated on the Plans, as required by the Specifications or where directed by the Engineer.

**ITEM 36CX – ASPHALT CONCRETE TRUING AND LEVELING COURSE TYPE 1A
(FOR CRACKS IN ASPHALT PAVEMENT)**

All provisions of Item 36C, "Asphalt Concrete Truing and Leveling Course Type 1A" shall apply with the following modifications and/or additions:

A. Description

This item will be utilized to fill all joints and cracks greater than one-inch (1") in the existing pavement, as outlined in Item 107, Cleaning, Filling & Sealing Existing Joints & Cracks in Asphalt Pavement.

**ITEM 36DRAR-S - RUT AVOIDANCE ASPHALT CONCRETE TYPE 1A
(Top RA Resurfacing) (SPECIAL)**

Under this item the Contractor will be required to place any or all of the Asphalt Items as covered under Items 36DRAR.

Payment under this item will be made under the following payment schedule for each work order:

ITEM 36DRAR-S-A -	0 Ton to 25 Ton placed
ITEM 36DRAR-S-B -	26 Ton to 50 Ton placed
ITEM 36DRAR-S-C -	51 Ton to 100 Ton placed
ITEM 36DRAR-S-D -	101 Ton & over placed

ITEM 36HMA – 9.5 F1 TOP COURSE HMA, 70 SERIES COMPACTION

A. Description

All the provisions of Item 402.097103 from the NYSDOT Standard Specifications, Sections 401 and 402 shall apply.

ITEM 36PAP — PERVIOUS ASPHALT PAVEMENT

PART 1— GENERAL

1.1 DESCRIPTION

A. This section includes the following:

1. Subgrade preparation.
2. Installation of infiltration beds.
3. Porous bituminous base course and paving.
4. Geomembrane and filter fabrics
5. Metal edge and edge stone

1.2 SYSTEM DESCRIPTION

A. Provide porous pavement according to the materials, workmanship, and other applicable requirements of the standard specifications of the state or of authorities having jurisdiction.

1.3 SUBMITTALS

A. Product Data: Submit a list of materials proposed for work under this Section including the name and address of the materials producer and the location from which the materials are to be obtained.

B. Material Certificates: Certificates signed by the materials producer and the paving subcontractor, stating that materials meet or exceed the specified requirements.

C. Samples:

1. Coarse aggregates for choker course in labeled plastic bag.
2. Coarse aggregate for infiltration bed in labeled plastic bag.
3. Non-woven geotextile 12x12" square.

D. Product Analysis:

1. Sieve analysis for infiltration bed coarse aggregate.
2. Sieve analysis for choker course.
3. Asphalt Mix: The asphalt mixing plant shall certify the aggregate mix. The certification letter from the mixing plant will include the following:
 - a. Abrasion loss factor.
 - b. Polymer additive.
 - c. Binder drain down.
 - d. Tensile strength ratio.
 - e. Resistance to stripping by water.
 - f. Asphalt content in the mix.
4. Polymer Additive: The polymer-modified asphalt supplier shall supply a certification letter before the mix is placed on the project. The certification letter from the supplier will include the following:
 - a. Type of elastomeric polymer used to modify the asphalt.
 - b. Information on the storage and stability of the polymer modified asphalt.

- c. Recommended mixing and compaction temperatures.
- d. A statement saying that the polymer modified asphalt will comply with these specifications.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.
- B. Manufacturer Qualifications: Contractor will engage a firm experienced in manufacturing porous asphalt similar to that indicated for this Project and with a record of successful in-service performance.
 - 1. Firm shall be a registered and approved paving mix manufacturer with authorities having jurisdiction or with the DOT of the state in which the Project is located.
- C. Pre-installation Conference: Conduct conference at project site to review methods and procedures related to porous paving including, but not limited to, the following:
 - 1. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture porous asphalt.
 - 2. Review condition of substrate and preparatory work performed by other trades.
 - 3. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
 - 4. Review and finalize construction schedule for paving and related work. Verify availability of materials, paving Installer's personnel, and equipment required to execute the work without delays.
 - 5. Review inspection and testing requirements, governing regulations, and proposed installation procedures.
 - 6. Review forecasted weather conditions and procedures for coping with unfavorable conditions.
- D. Field Quality Control:
 - 1. The full permeability of the pavement surface shall be tested by application of clean water at the rate of at least 5 gpm over the surface, using a hose or other distribution device. Water used for the test shall be clean, free of suspended solids and deleterious liquids and will be provided at no extra cost to the Owner. All applied water shall infiltrate directly without puddle formation or surface runoff, and shall be observed by the Engineer and Owner.
 - 2. Testing and Inspection: Employ at Contractor's expense an inspection firm acceptable to the Engineer and Owner to perform soil inspection services, staking and layout control, and testing and inspection of site grading and pavement work. Inspection and list of tests shall be reviewed and approved in writing by the Engineer prior to starting construction. All test reports must be signed by a licensed Engineer.
 - 3. Test in-place base and surface course for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable work as directed by the Owner.
 - 4. Surface Smoothness: Test finished surface for smoothness and even drainage, using a ten-foot to centerline of paved area. Surface will not be accepted if gaps or ridges exceed 3/16 of an inch.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in clean, dry, protected location and within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.6 PROJECT CONDITIONS

A. Protection of Existing Improvements:

- 1. Protect adjacent work from splashing of paving materials. Remove all stains from exposed surfaces of paving, structures, and grounds. Remove all waste and spillage.
- 2. Do not damage or disturb existing improvements or vegetation. Provide suitable protection where required before starting work and maintain protection throughout the course of the work.
- 3. Restore damaged improvements, including existing paving on or adjacent to the site that has been damaged as a result of construction work, to their original condition or repair as directed to the satisfaction of the Owner, and authority having jurisdiction at no additional cost.

B. Environmental Limitations: Do not apply asphalt materials if substrate is wet or excessively damp or if the following conditions are not met:

- 1. Porous bituminous paving mixtures: Minimum ambient temperature is 55 degrees Fahrenheit.
- 2. Pavement Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient temperature of 40 degrees F for oil-based materials, 50 degrees F for water-based materials, and not exceeding 95 degrees F.

1.7 REFERENCES

- A. Annual Book of ASTM Standards, 1997 or latest edition; American Society for Testing and Materials, Philadelphia, PA.
- B. Standard Specifications, latest edition; New York State Department of Transportation.
- C. Standards of the American Association of State Highway and Transportation Officials (AASHTO), 1998 or latest edition.

PART 2-PRODUCTS

2.1 MATERIALS

A. Coarse Aggregate for Infiltration Beds:

- 1. All aggregates within infiltration beds shall meet the following:
 - a. Maximum Wash Loss of 0.5%.
 - b. Minimum Durability Index of 35.
 - c. Maximum Abrasion of 10% for 100 revolutions and maximum of 50% for 500 revolutions.

2. Unless otherwise approved by the Engineer, coarse aggregate for the groundwater infiltration beds shall be crushed, washed, uniformly graded stone clean and free of fines with the following

U.S. Standard Sieve Size	Percent Passing
2-1/2" (61 mm)	100
2" (50 mm)	90-100
1-1/2" (37.5 mm)	35-70
1" (25 mm)	0-15
1/2" (12.5 mm)	0-5

3. If the above gradation cannot be met, the following gradation (AASHTO size number 5) is acceptable with approval of the Engineer and a minimum void space of 40% after compaction.

U.S. Standard Sieve Size	Percent Passing
1-1/2" (37.5 mm)	100
1" (25 mm)	90-100
3/4" (19 mm)	20-55
1/2" (12.5 mm)	0-10
3/8" (9.5 mm)	0-5

B. Choker Base Course:

1. Aggregate for the choker base course shall be crushed, washed, stone clean and free of fines with the following gradation (AASHTO size number 57):

U.S. Standard Sieve Size	Percent Passing
1-1/2" (37.5 mm)	100
1" (25 mm)	95-100
1/2" (12.5 mm)	25-60
4 (4.75 mm)	0-10
8 (2.36 mm)	0-5

C. Non-woven geotextile shall be Mirafi 160N, or approved equal with the following characteristics:

1. Grab Tensile Strength: 1601bs (0.71 kN); ASTM D 4632,
2. Tear Strength: 60 lbs (0.27 kN); ASTM D 4533.
3. Puncture Resistance: 95 lbs (0.42 kN); ASTM D 4833.
4. Water Flow Rate: 110 gpm per sq. ft. (4477 Us per sq. m); ASTM D 4491.
5. Apparent Opening Size: 70 US Sieve size (0.212 mm); ASTM D 4751.
 - a. Permittivity 1.4 sec-1; ASTM 4491

D. Porous Bituminous Asphalt:

1. Bituminous surface course for porous paving shall be two and one-half (2.5) inches thick with a bituminous mix of 5.5% to 6% by weight dry aggregate. In accordance with ASTM D6390, drain down of the binder shall be no greater than 0.3%. If more absorptive aggregates, such as limestone, are used in the mix then the amount of bitumen is to be based

on the testing procedures outlined in the National Asphalt Pavement Association's Information Series 131 -"Porous Asphalt Pavements" (2003) or NYSDOT equivalent.

2. Use neat asphalt binder modified with an elastomeric polymer to produce a binder meeting the requirements of PG 76-22. The elastomeric polymer shall be styrene-butadiene-styrene (SBS), or approved equal, applied at a rate of 3% by total weight of the binder. The composite materials shall be thoroughly blended at the asphalt refinery or terminal prior to being loaded into the transport vehicle. The polymer modified asphalt binder shall be heat and storage stable.
3. Aggregate in the asphalt mix shall be minimum 90% crushed material and have a gradation of:

U.S. Standard Sieve Size	Percent Passing
1/2" (12.5 mml)	100
3/8" (9.5 mm)	92-98
4 (4.75 mml)	32-38
8 (2.36 mm)	12-18
16 (1.18 mm)	7-13
30 (600 nth)	0-5
200 (75 Om)	0-3

4. Add hydrated lime at a dosage rate of 1.0% by weight of the total dry aggregate to mixes containing granite. Hydrated lime shall meet the requirements of ASTM C 977. The additive must be able to prevent the separation of the asphalt binder from the aggregate and achieve a required tensile strength ratio (TSR) of at least 80% on the asphalt mix.

The asphaltic mix shall be tested for its resistance to stripping by water in accordance with ASTM D-3625. If the estimated coating area is not above 95 percent, anti-stripping agents shall be added to the asphalt.

- E. Metal Edge — 1/4" x 5" commercial grade stainless steel metal edge with anchor stake 32" on center.
- F. Geomembrane — 30 mil HDPE
- G. Edge Stone — shall be #2 washed gravel — 3/4" to 1 1/2" stone size.

PART 3 — EXECUTION

3.1 INSTALLATION

- A. Infiltration Beds:
 1. Owner shall be notified at least 24 hours prior to all infiltration bed and porous paving work.
 2. Subgrade Preparation:
 - a. The subgrade bed bottom shall be benched and back pitched in accordance with the plan details.
 - b. Existing subgrade under bed areas shall NOT be compacted or subject to excessive construction equipment traffic prior to geotextile and stone bed placement.
 - c. Where erosion of subgrade has caused accumulation of fine materials and/or surface ponding, this material shall be removed with light equipment and the underlying soils scarified to a minimum depth of 6 inches with a york rake or equivalent and light tractor.

- d. Bring subgrade of stone infiltration bed to line, grade, and elevations indicated. Fill and lightly regrade any areas damaged by erosion, ponding, or traffic compaction before the placing of stone.
 - e. Install geomembrane where pervious pavement will abut standard asphalt pavements
3. Infiltration Bed Installation:
- a. Upon completion of subgrade work, the Engineer shall be notified and shall inspect at his/her discretion before proceeding with infiltration bed installation.
 - b. Geotextile and infiltration bed aggregate shall be placed immediately after approval of subgrade preparation. Any accumulation of debris or sediment which has taken place after approval of subgrade shall be removed prior to installation of geotextile at no extra cost to the Owner.
 - c. Place geotextile in accordance with manufacturer's standards and recommendations. Adjacent strips of geotextile shall overlap a minimum of sixteen inches (16"). Secure geotextile at least four feet (45 outside of bed and take steps necessary to prevent runoff or sediment from entering the storage bed.
 - d. Install coarse aggregate in 8-inch maximum lifts. Lightly compact each layer with equipment, keeping equipment movement over storage bed subgrades to a minimum. Install aggregate to grades indicated on the drawings.
 - e. Install equalizer pipe and observation well. Install equalizer pipe at lowest elevation of lowest bench. Observation well location shall be determined in the field and cap shall be set flush with finished grade.
 - f. Install choker base course (see Materials section) aggregate evenly over surface of stone bed, sufficient to allow placement of pavement, and notify Engineer for approval. Choker base course shall be sufficient to allow for even placement of asphalt but no thicker than 1-inch in depth.
 - g. Following placement of bed aggregate, the geotextile shall be folded back along all bed edges to protect from sediment washout along bed edges. At least a four-foot edge strip shall be used to protect beds from adjacent bare soil. This edge strip shall remain in place until all bare soils contiguous to beds are stabilized and vegetated. In addition, take any other necessary steps to prevent sediment from washing into beds during site development. When the site is fully stabilized with vegetation, temporary sediment control devices shall be removed.

B. Porous Bituminous Asphalt:

1. Transporting Material:

- a. Transporting of mix to the site shall be in vehicles with smooth, clean dump beds that have been sprayed with a non-petroleum release agent.
- b. The mix shall be covered during transport to control cooling.

2. Porous bituminous asphalt shall not be stored in excess of 90 minutes before placement.

3. Asphalt Placement:

- a. The porous bituminous surface course shall be laid in one lift directly over the storage bed and stone base course to a 2.5-inch finished thickness.
- b. The laying temperature of the bituminous mix shall be between 300 degrees Fahrenheit and 350 degrees Fahrenheit (based on the recommendations of the asphalt supplier).
- c. Installation shall take place when ambient temperatures are 55 degrees Fahrenheit or above, when measured in the shade away from artificial heat.
- d. The use of a remixing material transfer device between the trucks and the paver is highly recommended to eliminate cold lumps in the mix.

- e. The polymer-modified asphalt is difficult to rake. A well-heated screed should be used to minimize the need for raking.
 - f. Compaction of the surface course shall take place when the surface is cool enough to resist a 10-ton roller. One or two passes are required for proper compaction. More rolling could cause a reduction in the surface porosity which is unacceptable.
- 4. After final rolling, no vehicular traffic of any kind shall be permitted on the surface until cooling and hardening has taken place, and in no case within the first 48 hours. Provide barriers as necessary at no extra cost to the Owner to prevent vehicular use; remove at the discretion of the Engineer. Work shall be done expertly throughout, without staining or injury to other work.
 - 5. Transition to adjacent pavements shall be merged neatly with flush, clean line. Contractor shall install edge gravel where shown on the plans. Metal edging shall be used where indicated on the plans. Metal edge and gravel shall be flush with top of asphalt to allow excess flow to run into swale. Finished paving shall be even, without pockets, and graded to elevations shown on drawing.
 - 6. Porous pavement beds shall not be used for equipment or materials storage during construction, and under no circumstances shall vehicles be allowed to deposit soil on paved porous surfaces.
 - 7. Repair of Damaged Paving:
 - a. Any existing paving on or adjacent to the site that has been damaged as a result of construction work shall be repaired to the satisfaction of the Owner without additional cost to the Owner.
 - 8. Grade Control:
 - a. Establish and maintain required lines and elevations. The Engineer shall be notified for review and approval of final stake lines for the work before construction work is to begin. Finished surfaces shall be true to grade and even, free of roller marks and free of low spots to form puddles. All areas must drain.
 - b. If, in the opinion of the Owner, based upon reports of the testing service and inspection, the quality of the work is below the standards which have been specified, additional work and testing will be required until satisfactory results are obtained.

PART 4 - MEASUREMENT

- 4. Method of Measurement. The quantity to be paid for under this item shall be the number of square yards of pervious asphalt installed complete, measured in place, acceptably completed in accordance with the Plans and Specifications.

PART 5 - PAYMENT

- 5. Basis of Payment. The unit price bid for this item shall include the cost of furnishing all labor, materials, tools, equipment and incidentals necessary to satisfactorily complete the entire work including subgrade preparation, fine grading, infiltration beds, porous bituminous paving, geotextiles, geomembrane, metal edge and edge stone in accordance with the Plans and Specifications.

ITEM 102X –WORK ZONE TRAFFIC CONTROL (Day)

ITEM 102Y –WORK ZONE TRAFFIC CONTROL (Night)

A. Description

The Standard Specifications for Item 102 shall apply with the following modifications:

During night time operations, the contractor shall supply portable lights, on the road and equipment in order to satisfactorily light up the work area A.O.B.E.

B. Method of Measurement and Payment

Measurement and payment under this item will be made on a per day/night Basis.

**ITEM 116AM – PROFILING AND REMOVAL OF ASPHALT
(PAVING BY OTHERS WILL FOLLOW)**

Under this Item, the Contractor shall remove and dispose of existing asphalt surface pavement as out lined in Item 116A of the Nassau County 2009 Standard Specifications with the stipulation that the paving of the road will be performed by others.

ITEM 117T-6 - TEMPORARY FENCE - 6' HIGH

A. Description.

Under these Items the Contractor shall furnish and install Six (6') Foot High Temporary Fence in accordance with the Plans, Specifications or directed by the Engineer.

B. Construction Details.

1. Fabric.

- a. All chain link fence fabric shall be 2" mesh, 9 gauge galvanized steel chain link fabric in accordance with ASTM F 668. Zinc coated steel wire shall have a minimum core wire break strength of 1,290 psi. Fabric selvages shall be knuckled top and bottom. The zinc coating shall be a minimum 1.20 oz. per square foot.

2. Line Posts.

- a. Line Posts shall be 2" diameter and manufactured to the following specifications:
 - 1) **Class A, Schedule 40 Pipe.** Posts shall be standard weight Schedule 40 Pipe, manufactured in accordance with ASTM F 1083.
 - 2) **Class B, Steel Tubing.** Posts shall be manufactured by one of the following methods with the steel conforming to ASTM A569M or ASTM A607 with a minimum yield strength of 50,000 psi:
 - a) Furnace butt welded, continuous welded
 - b) Cold rolled and electric resistance welded
 - c) Seamless
 - b. Line posts shall be set at maximum of 10'-0' on centers.
 - c. Posts shall be driven a minimum of 24" into the ground.
 - d. Post Ties: Post tie spacing shall be 14" on centers and within 6" from the top and bottom of the fabric as herein specified.
 - e. Each Line Post shall be fitted with a properly fastened steel cap.
3. **Fittings.** All fittings shall be hot dipped galvanized in accordance with ASTM F 626.
 4. An allowance of ten (10) linear feet will be added for each Terminal Post - end, corner, angle, pull and gate post and will be complete with knee bracing and all of the necessary hardware components.
 5. Method – all provisions as per Item 117 shall apply.

C. Measurement and Payment.

1. The quantity to be paid for under these Items shall be the total number of linear feet of Six (6') Foot High Temporary Fence measured in final position furnished and installed.

2. The unit price bid per linear foot for these Items shall include the cost of all labor, tools, materials, equipment and other incidentals necessary to satisfactorily erect, maintain and remove the fence as directed by the Engineer.

ITEM 136S - SURVEY STAKEOUT (PER DAY)

A. Description.

1. Under this Item the Contractor shall do all necessary surveying required to construct all elements of the Project as shown on the Plans and Specifications and as ordered by the Engineer. This shall include, but shall not be limited to, stakeout, layout and elevations for the highway, structures and forms as shown and required, consistent with the current practices of the County and shall be performed by competently qualified personnel acceptable to the Commissioner of Public Works.

B. Materials.

1. All instruments, equipment, stakes and any other material necessary to perform the work satisfactorily, shall be provided by the Contractor. All stakes used shall be of a type approved by the Engineer. It shall be the Contractor's responsibility to maintain these stakes in their proper position and location at all times.

C. Construction Details.

1. The Contractor shall trim trees, brush and other interfering objects, not inconsistent with the Plans, from survey lines in advance of all survey work to permit accurate and unimpeded work by the Contractor's stakeout survey crews and the County's cross-section survey crews.
2. The exact position of all work shall be established from control points, baseline transit points or other points of similar nature which are shown on the Plans and/or modified by the Engineer. Any error, apparent discrepancy or absence in or of data shown or required for accurately accomplishing the stakeout survey shall be referred to the Engineer for interpretation or furnishing when such is observed or required.
3. The Contractor shall place two offset stakes or references at each centerline or theoretical grade line control point (PC, PT, and/or Angle Point), henceforth called centerline, and at such intermediate locations as the Engineer may direct. From computations and measurements made by the Contractor, these stakes shall be clearly and legibly marked with the correct centerline station and offset distance so as to permit the establishment of the exact centerline location during construction. If markings become faded or blurred for any reason, the markings shall be restored by the Contractor and at the request of the Engineer.
4. The Contractor shall locate and place all cut, fill, slope, fine grade or other stakes and points, as the Engineer may direct for the proper progress of the work. All control points shall be properly guarded and flagged for easy identification.
5. Drainage structures shall be staked out by the Contractor at the locations and elevations shown on the Plans or specified by the Engineer. All required Rights-of-Way and easement limits shall be established, staked and referenced by the Contractor concurrent with the construction stakeout survey. Rights-of-Way and easement limits shall be staked by or under the direction of a Licensed Land Surveyor or exempt Professional Engineer approved by the Commissioner of Public Works. The Contractor shall supply proof to the Engineer that such work is being performed by or supervised by a Licensed Land Surveyor or exempt Professional Engineer.

6. The Contractor shall be responsible for the accuracy of the work of this Item and shall maintain all reference points, stakes, etc. throughout the life of the contract. Damaged or destroyed points, bench marks or stakes, or any reference points made inaccessible by the progress of the construction shall be replaced or transferred by the Contractor. Any of the above points that may be destroyed or damaged shall be transferred by the Contractor before such damage or destruction occurs. All control points shall be referenced by ties to acceptable objects and recorded. Any alterations or revisions in the ties shall be so noted and the information furnished to the Engineer immediately. All stakeout survey work shall be referenced to the centerline shown on the Plans.
7. All computations necessary to establish the exact position of the work from control points, shall be made and preserved by the Contractor. All computations, survey notes and other records necessary to accomplish the work shall be neatly made. Such computations, survey notes and other records shall be made available to the Engineer upon request and shall become the property of the County and delivered to the Engineer not later than the date of acceptance of the contract.
8. The Engineer may check all or any portion of the stakeout survey work or notes made by the Contractor. Any necessary correction to the work shall be made immediately by the Contractor at no cost to the County. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of his work.
9. The Contractor will not be permitted to take preconstruction and/or final cross-sections to be used for payment purposes.
10. During the progress of the construction work, the Contractor will be required to furnish all of the surveying and stakeout incidental to the proper location by line and grade for each phase of the work. For paving and any other operation requiring extreme accuracy, the Contractor will re-stake with pins or other acceptable hubs located directly adjacent to the work at a spacing directed by the Engineer. Fills required to pave intermediate courses of asphalt shall be painted on the existing pavement, all dimensions referring to finished grade.
11. Any existing stakes, iron pins, survey monuments or other markers defining current or existing property lines that may be disturbed during construction shall be properly tied into fixed reference points before being disturbed and accurately reset in their proper position upon completion of the work.
12. Upon the completion of construction, after all possibility of disturbance is past, the Contractor shall reestablish, layout and retie the centerline control points with a minimum of four ties per control point, as permanently as possible with drill holes and wings in concrete curbs and sidewalks and PK nails in asphalt pavement to the satisfaction of the Engineer. The contractor shall supply a drawing of each of the above noted control points, including, but not limited to: Station, type of point (PK nail, drill hole excreta), coordinates in the same system used by the County on the project plans, and 4 ties, with the distance measured and recorded to 0.01, to the described tie points. Survey notes signed and stamped by a New York State Licensed Land Surveyor showing the station and description of the control points, and the location and description of the ties shall be furnished to the Engineer, in a drawing size to be agreed to before final submittal.

D. Method of Measurement and Basis of Payment.

1. The price bid for this item will be made on a daily (8hrs/day) basis and shall include the cost of furnishing all labor, equipment, instruments, materials and other incidentals necessary to satisfactorily complete the required project including, but not limited to, surveying, stakeout and retie of the control points. Daily unit price rate shall be prorated for less than 8 hrs of survey work in a day, as determined by the Engineer.

ITEM 150 - BOX BEAM GUIDE RAILING
ITEM 151 - BOX BEAM MEDIAN BARRIER

A. Description.

1. Under this item, the Contractor shall furnish and install galvanized steel box beam guide railing and median barrier in accordance with the plans, specifications and as ordered by the Engineer.

B. Materials.

1. Rails.

- a. Rails shall be cold-formed welded and seamless structural tubing. Posts shall be American Standard Beam Section. The posts, splice tongues and plates shall conform to ASTM A36, Structural Steel. The rails shall conform to ASTM A500, Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes, Grade B, except as modified below.
- b. All rail shall be tested in accordance with ASTM E436 - Standard Method for Drop-weight tear tests of Ferritic steels; except as modified below.
- c. The tests shall be done after all galvanizing and associated operations have been performed on the rail. The testing shall be conducted at a temperature of -18 Degrees C. without removing the galvanizing, on 2" X 9" specimens supported to achieve a 7" span.
- d. The percent shear area will be determined by testing nine (9) specimens, three (3) from each of three (3) sides not containing a weld. The shear areas of the three specimens from the side with the lowest average shear area shall be disregarded and the final average based on the remaining six specimens. If the average percent shear area falls below 50, the material represented by these tests shall be rejected.
- e. To facilitate acceptance and rejection of material the manufacturer of the structural shape shall, before galvanizing, identify the product with the steel heat number, or some number which is traceable to the heat number, and his own unique identification code. The identification method shall be such that it can be read after the structural shape is galvanized. The identification information shall be placed on the structural shape at intervals not to exceed four feet.
- f. No mill transverse welds will be permitted on the rail sections. Longitudinal welds shall be made by the resistance, gas shielded arc, submerged arc or plasma arc welded process; shall be sound, free from defects, and shall not be repaired. The welded joint, in cold-formed welded rail, shall have a minimum tensile strength specified for the railing when tested according to the tensile strap test of test of ASTM Method E8. Fabrication welding shall comply with the requirements set forth under "welding" in the N.Y.S. Steel Construction Manual.
- g. Rails shall be galvanized in accordance with 719-01 of the N.Y.S. Specifications Type I, Galvanized Coatings and Repair Methods. Slots and round holes may be Subsequently drilled, punched, burned, or cut and re-galvanized according to the paragraph below on "Re-galvanizing Iron and Steel Using a Flame Sprayed Coating System". This repair procedure shall also apply to curved rail sections and splice plates as required.
- h. Re-galvanizing Iron and Steel Using a Flame Sprayed Coated System
 - 1) Those areas to be sand blasted shall be blasted with silica sand or crushed garnet of such gradation that sand shall be mesh size 20 to 40 with a minimum of 40%

retained on a 30 mesh screen (U.S. Standard Sieve series). Pressure of not less than 75 psi shall be maintained at the blast generator.

- 2) A sample steel plate shall be blasted until the surface cannot be further cleaned or roughened. This plate shall be used for visual comparison and any areas that do not meet this standard as to roughness or cleanliness shall be re-blasted.
- 3) The wire used in spraying shall be 15 gauge 1/8" or 3/16" diameter, zinc 99.0% purity. Air pressure at the Air Control Unit shall be 60 psi and there shall be no more than 35 feet of 3/8" I.D. hose between the Air Control Unit and the gun.
- 4) The metal coating shall be applied at a minimum thickness of .0045". At least one coating shall be applied within 4 hours of blasting and the surface must be completely coated within 8 hours of blasting.
- 5) The specified thickness of coating shall be applied in multiple layers and in no case shall less than two passes be made over every part of the surface.

2. Posts.

- a. The posts, splice tongues, plates and all hardware shall be fabricated and ready for assembly before galvanizing. The posts, splice tongues and plates shall be galvanized in accordance with 719-01, of the N.Y.S. Specifications, Type I, Galvanized Coatings and Repair Methods. Hardware shall be galvanized in accordance with 719-01 of the N.Y.S. Specifications Type II, Galvanized Coatings and Repair Methods.

3. Bolts.

- a. Bolts and nuts shall conform to ANSI B 18.2.1 and B 18.2.2, and washers shall conform to ANSI B 18.22.1.

C. Construction Details.

1. Posts and rails shall be erected in the position and manner indicated on the plans as ordered by the Engineer.
 - a. Rail sections shall be at least 18'-0" in length, and rail splices shall be a minimum of 18" from the centerline of any beam slot.
 - b. Necessary precautions shall be taken by the Contractor that all utilities and structures are safeguarded against damage. Damage incurred shall be satisfactorily repaired by the Contractor at no expense to the County.
 - c. Box-beam barrier shall be continuous at all entrance walks. Where a post location fails within the limits of a concrete walk, the concrete shall be neatly removed as directed by the Engineer and legally disposed of. The area shall then be restored to conform to the adjoining area.
 - d. Unpaved Shoulders - Posts shall be driven in all cases where driving is feasible. The driving shall be accomplished with approved methods and equipment that will leave the posts in their final position, free of any distortion, burring or any other damage.

D. Method of Measurement.

1. The quantity of guide railing or median barrier measured for payment will be the number linear feet measured along the axis of the railing and between its extreme outer limits as shown on the plans and/or Standard Sheets or as directed by the Engineer. If shop curved guide railing or median barrier is specifically called for in the Contract Plans and Proposal, the quantity of guide railing or median barrier shall be the number of linear feet measured

along the axis of the curved railing between the point of beginning of curvature and the point of ending of curvature as defined by the Engineer. If the railing is anchored to a structure instead of an anchorage unit or end assembly unit, the railing will be measured up to the structure.

- a. Where curved guide railing or median barrier is specifically called for on the Contract Plans or ordered in writing by the Engineer and no provision for such curved beam railing is included in the contract proposal, the quantity of railing measured for payment will be as described above plus an additional allowance of 33 1/3% of the curved lengths at a factor of 1.0 measured along the horizontal centerline of the beam. Curved beam guide railing or median barrier is defined as that which will require shop working to attain the required curvature and not that curvature which may be attained by springing or bending in the field.

E. Basis of Payment.

1. The unit price bid per linear foot for the above work shall include the cost of all labor, equipment and material necessary to complete the work, including all costs necessary to attain the required curvature
2. Payment for guide rail and median barrier shall include the unit price bid and the measured quantity multiplied by the payment factor for the various typical post spacing listed in Table I.
3. When posts are driven through Asphalt Concrete or Bituminous treated material, any repairs to damaged paved or treated areas shall be at the Contractor's expense.
4. Progress payments will be made when the metal railing and/or metal barrier is erected in the position and manner indicated on the Standard Sheets and in a manner approved by the Engineer, exclusive of bituminous repair and final alignment. Payment will be made, at the unit price bid, for 90% of the quantity erected. The balance of the quantity erected will be paid for upon proper repair to the bituminous surfaces and alignment of the metal railing and/or metal barrier to the specified tolerances.

ITEM 152 - BOX BEAM GUIDE RAIL END ASSEMBLY
ITEM 153 - BOX BEAM MEDIAN BARRIER END ASSEMBLY-TYPE A OR B

A. Description.

Under this item, the Contractor shall furnish and place galvanized steel box beam guide rail and median barrier end assemblies in accordance with the Plans, Specifications, the Standard Sheet and as ordered by the Engineer.

B. Materials.

All material shall conform to the material requirements of Item 150 and shall consist of the box beam, accessory hardware, complete deadman in place, the necessary excavation and backfill, all as detailed on the Plans and/or Standard Sheet.

C. Construction Details.

End assemblies shall be installed as shown on the Plans and/or the Standard Sheet and as ordered by the Engineer.

D. Method of Measurement.

The quantity of end assembly units to be paid for will be the actual number of units installed in accordance with the Plans, Standard Sheets and/or as directed by the Engineer.

E. Basis of Payment.

The unit price bid for each end assembly unit shall include the cost of furnishing all labor, materials and equipment necessary to complete the work including the necessary concrete, excavation and backfill.

ITEM 200 - HEAVY POST, PLASTIC AND SYNTHETIC BLOCKED OUT GALVANIZED CORRUGATED STEEL BEAM GUIDE RAILING

A. Description.

1. Under this Item the Contract shall furnish and install heavy steel post, plastic and synthetic blocked out galvanized steel beam guide railing as shown on the Plans in accordance with the Specifications and/or ordered by the Engineer.

B. Construction Details.

1. General. Posts and railing shall be erected in the position and manner indicated on the Plans and Standard Sheets and in a manner approved by the Engineer.
2. Posts shall be driven unless otherwise specified by the Engineer. The driving shall be accomplished with approved equipment and methods that will leave the posts in their final position, free of any distortion, burring or other damage.
3. When posts are driven through asphalt concrete or a bituminous treated material, the Contractor shall take care to prevent damage to the paved or treated areas. Large holes and voids caused by driving the posts shall be filled and compacted with a bituminous treated material or asphalt concrete similar to that damaged. The small area adjacent to the post disturbed during installation or where gaps exist at the post after pavement repairs shall be sealed with a bituminous material approved by the Engineer, at no cost to the County.

C. Materials.

1. Beams, Posts, Sections and Accessory Hardware.
 - a. Beams and terminal sections shall be fabricated as shown on the plans. When beams and terminal sections are galvanized by the hot-dip method in accordance with ASTM A123, they shall be blanked to the proper shape, fabricated and ready for assembly before galvanizing. No punching, drilling, cutting or welding will be permitted after galvanizing. Bolt holes in the beam at the post bolt and elsewhere as necessary shall be enlarged or slotted to permit expansion and contraction and to facilitate erection. The beams shall be straight unless otherwise required by the plans or specifications and of uniform section. The edges shall be rolled to eliminate sharp edges.
 - b. Beams and terminal sections shall be made from 12 gauge or heavier sheet. Beams, terminal sections, SL and SH posts shall be rolled from new billet open hearth, electric furnace or basic oxygen steel. All connections or splices shall be made with flat, round-headed galvanized bolts and galvanized nuts conforming to ASTM Designation A307 and as shown on the plans.
 - c. Strength. The minimum yield point and elongation of steel used in the manufacture of beam and terminal sections shall be 50,000 psi and 12% in 2" gage length respectively.
 - d. Galvanizing.
 - e. Beams and terminal sections shall be galvanized in accordance with ASTM A 123. Bolts, nuts and washers shall be galvanized in accordance with ASTM A 153.
 - 1) As an alternative to ASTM123 galvanizing beam guide rail and terminal sections may be galvanized by a process or system of continuous galvanizing substantially in

conformance with ASTM A525 except the minimum check limits for the weight of coating as determined by the triple post and single spot tests shall be 4.0 and 3.0 ounces per square foot respectively (total amount both sides of sheet).

- 2) All the requirements for beam and terminal sections as stated herein shall apply to this continuous galvanizing method except sampling, shop inspection and test procedures shall be as directed by the Laboratory.
2. The posts shall be as detailed on the Standard Structure Sheet for guide railing.
 - a. SL Posts shall conform to ASTM A 245, Grade C.
 - b. SH Posts shall conform to ASTM A36.
 - c. WF and I Beam Posts shall conform to ASTM A36
 - d. The above posts shall be galvanized in accordance with ASTM A 123.
 - e. No posts shall be installed without the prior approval of the Chief Engineer.
3. Hardware. All post connection bolts shall be in conformance with ASTM A 307 and details shown on the plans and shall be galvanized in accordance with ASTM A 153.
4. Plastic and Synthetic Block-Outs. The plastic and synthetic material block-outs are used to provide a uniform offset distance from the corrugated beam rail to the heavy post. The block-out shall have the same general dimensions as detailed in the Department Standard Sheets. The block-out shall not contain excessive voids that would compromise its physical strength. The material shall be designated for outdoor exposure and shall include chemical additives to resist UV degradation. If the product contains recycled materials, they shall be environmentally friendly and non-hazardous. Blocks shall contain no materials that will negatively affect their field performance, such as materials that absorb moisture.
5. Certification. When shop inspection is not provided, each shipment of guide rail to a project site shall be accompanied by a certificate of chemical analysis and physical tests for the heat of base metal used in fabricating beams, SL and SH posts and terminal sections as well as a certificate of compliance with the galvanizing requirements of this specification.

D. Method of Measurement.

1. The quantity of heavy steel post, plastic and synthetic blocked out galvanized steel beam guide railing to be paid for under this Item shall be the number of linear feet center to center of end posts furnished and installed in accordance with these specifications, the plans and the orders of the Engineer.
2. An allowance of 4 linear feet will be paid for each end terminal section.
3. Where curved beam type guide railing is specifically called for on the plans or ordered in writing by the Engineer and no special item for such curved beam type guide railing is included in the contract proposal, the quantity of guide railing to be paid for will be as described above plus an additional allowance of 33-1/3% of the curved lengths measured along the horizontal center line of "valley" of the beam. Curved Beam Type Guide Railing is defined as that which will require shop working to attain the required curvature. Railing curved by springing in the field is not to be considered as Curved Beam Type Guide Railing.

E. Basis of Payment.

1. The unit price bid per linear foot shall include the cost of all labor, equipment and material necessary to satisfactorily complete the work, including all costs to attain the required curvature. Payment for guide rail shall include the unit price bid and the measured quantity multiplied by the payment factor for various typical post spacing and lengths listed below.

PAYMENT FACTORS FOR POST SPACING

Post Spacing	Post Length	Payment Factor
6'-3"	5'-6"	1.0
6'-3"	7'-0"	1.3
3'-1 1/2"	5'-6"	1.8
3'-1 1/2"	7'-0"	2.3
1'-6"	7'-0"	3.3

**ITEM 202 - ANCHORAGE UNITS FOR HEAVY POST BLOCKED OUT CORRUGATED
BEAM GUIDE RAILING FOR DRIVEWAYS**

**ITEM 203 - ANCHORAGE UNITS FOR HEAVY POST BLOCKED OUT CORRUGATED
BEAM GUIDE RAILING FOR HIGHWAYS**

A. Description.

Under this item the Contractor shall furnish and install anchorage units for heavy post blocked out corrugated beam guide railing in accordance with the Plans, Specifications and as ordered by the Engineer.

B. Materials.

The materials shall conform to the material requirements of Item 35BO, Heavy Post, Plastic and Synthetic Block-Out Galvanized Corrugated Steel Beam Guide Railing, M6 Structural Steel, M17 Bar Reinforcement for Cement Concrete. Concrete shall meet the requirements of Class A Concrete for structures. All steel shall be galvanized in accordance with ASTM A 123.

C. Construction Details.

1. WF Beam Posts shall be driven, unless otherwise specified by the Engineer, by approved methods and equipment that will leave the posts in their final position, free of any distortion, burring or other damage.
2. When posts for guide railing are to be driven through asphalt or adjacent to a stabilized shoulder course, extreme care shall be taken to prevent damage to the paved or shoulder course. Large holes and voids caused by driving the posts shall be filled and compacted with a bituminous treated material or asphalt concrete similar to that damaged. The small area adjacent to the post disturbed during installation or where gaps exist at the post after pavement repairs shall be sealed with a bituminous material approved by the Engineer, at no cost to the County.

D. Method of Measurement.

1. Anchorage units will be measured by the actual number of anchorage units installed in accordance with the Plans, Specifications or as directed by the Engineer

E. Basis of Payment.

1. The unit price bid for each anchorage unit shall include the cost of furnishing all labor, materials, equipment and incidentals as necessary to satisfactorily complete the work.

ITEM 216 - REMOVAL OF EXISTING GUIDE RAIL

A. Description.

1. Under this item the Contractor shall remove existing guide rail where and as shown on the plans and/or as ordered by the Engineer.

B. Removal Details.

1. The Contractor shall remove the existing guide rail, posts, bolts, nuts, washers, and concrete footings, etc., and deliver to a designated County maintenance garage or dispose of as ordered by the Engineer.

C. Method of Measurement.

1. The quantity to be paid for under this item will be the number of linear feet measured prior to the removal of the existing guide rail.

D. Basis of Payment.

1. The price bid per linear foot of removal shall include the cost of all labor, equipment, tools, storage delivery and/or disposal of the guide railing including the filling in of any voids.

ITEM 502 - HIGHWAY SEALING AND SURFACE COATING (LATEX)

A. Scope

This specification covers the materials and construction procedures for sealing shrinkage cracks and spalling in roadways and sidewalks, and providing a surface coating to prevent further deterioration. To accomplish these goals, a latex admixture shall be used in mortars and concrete.

B. Materials

The material used to surface coat the roadways and sidewalks is a 42% solids, organic polymer latex admixture (sika latex or equal). A white milky mixture it contains air-detraining agents.

C. Mixing

The mixes to be used should be mixed in the following proportions:

a. Mortar

Cement - 94 lb., (one bag) 7 Type II or Type III
Sand 3 1/4 cubic ft.
Latex 4 gal.
Water - as required

b. Concrete

Cement - 94 lb. (one bag) Type II or Type III
Sand - 2 % cu. ft.
Crushed stone or gravel, % in. max. size - 2 cu. ft.
Latex - 4 gal.
Water-as required

c. With mixer running, add materials in the following order:

- (1) Latex
- (2) Aggregate
- (3) Cement
- (4) Water as required

D. Construction Procedure

- a. All surfaces to be coated must be cleaned free of dust, laitance, scale, oil, grease, curing compounds, impregnations, waxes, foreign particles, painted lines, and disintegrated material, by sandblasting or using mechanical abrasion methods. Particular care must be used to ensure that cracks are free of any substance that may prevent sealing or a successful bond between the surface coating and the concrete.
- b. At time of placement, substrate should be damp with no free standing water. Place mortar or concrete in area to be resurfaced, and brush into surface with a

stiff bristled broom. Care should be exercised to see that mortar is brushed into surface at all edges. Before scrub coat has a chance to dry, additional mortar or concrete should be placed and struck off to a smooth even surface. The latex mortar should then be screed, bull floated and/or troweled. Over finishing should be avoided.

- c. As soon as the finish is placed and to avoid any damage, area should be cured with damp burlap or white-pigmented polyethylene film. Curing should continue for 24 hours.
- d. Under normal temperature conditions, area may be opened to foot traffic after 24 hours; to light traffic after 2-4 days' and to heavy traffic after 3-5 days.
- e. Latex-modified Portland-cement mixtures are more difficult to finish than non-modified mixtures. A hard, steel trowel finish is almost impossible to achieve. Avoid overworking or over finishing surface. Do not use air entraining cements with latex.

E. Basis of Payment.

- a. Sealing and surface coating shall be paid on a square foot basis. The price bid shall include the cost of furnishing all labor, materials, tools and equipment necessary to satisfactorily complete the required work in accordance with the specifications and/or as directed by the Engineer.
- b. No additional payment will be made for cleaning the existing pavement or sidewalk, but the cost shall be included in the square foot paid for the sealing and surface coating.
- c. The Contractor shall conform to the requirements of Items 102X (DAY) or 102Y (NIGHT) – Work Zone Traffic Control. A minimum of one lane of traffic in each direction shall be maintained at all times. The cost of Work Zone Traffic Control shall be paid for under Items 102X or 102Y.

ITEM 515 - SAWCUTTING GROOVES IN EXISTING ASPHALT OR CONCRETE PAVEMENT

A. Description.

Under this item the Contractor shall cut grooves in existing pavement to conform with the details as shown on the contract plans and/or as directed by the Engineer.

B. Method.

The Contractor shall broom the pavement surface prior to saw-cutting the grooves. He shall keep the roadway clean and free from all residue and debris that may occur from his operation. Upon completion and final acceptance of the contract, all grooves shall be clean and free from any materials washed into them to the satisfaction of the Engineer.

C. Method of Measurement.

The quantity to be paid for under this item will be the number of linear feet of actual grooves sawcut in the existing asphalt or concrete pavement.

D. Basis of Payment.

The unit price shall include the cost of furnishing all labor, equipment and material necessary to satisfactorily complete the work.

ITEM 522 - TRIANGULAR GUIDE RAIL DELINEATOR

A. Description:

1. This item is to be used on Corrugated Beam Guide Rail, Heavy Post Blocked-Out Corrugated Beam Guide Rail, and Heavy Post Blocked-Out Corrugated Beam Median Barriers. The Triangular (trapezoid) shaped galvanized steel bracket delineator faced with reflective sheeting are placed within the depressed portion of the corrugated beam guide rail visible to vehicles.
2. Specifications are as follows: Triangular shaped slotted bracket - 12 gauge galvanized steel - approximately 5" X 2 3/4"

B. Material:

1. Reflective Material shall be Hi-Intensity Grade Sheeting.
2. Colors:
 - a) **Front/Back:** White/Yellow, White/Red, Yellow/Red, White/Blank, and Yellow/Blank as specified on the plans or ordered by Engineer.
 - b) **Size:** Top - 5", Bottom - 2 3/4", Height - 2 1/4" Effective Reflex Area approximately 8 square inches.

C. Construction Details:

1. The appropriate color, galvanized steel triangular guide rail delineator should be placed within the center of the depressed portion of the corrugated beam guide rail utilizing the existing 5/8" X 1 %" hex head steel full body bolt. The delineator bracket will be bolted between the flat plate washer and the front of the guide rail in accordance with the manufacturer's specifications and as directed by the Engineer.

D. Method of Measurement:

1. The quantity to be paid for under this item shall be the actual number of triangular guide rail delineators furnished and installed in accordance with the plans, specifications and as directed by the engineer.

E. Basis of Payment:

1. The unit price per each bid for this Item shall include all materials, labor, tools, equipment and incidentals necessary to complete the required work.

ITEM 540 - STEEL BOLLARDS

A. Description.

1. Under this item, the contractor shall furnish and install steel bollards in strict accordance with the approved manufacturer's printed directions utilizing the proper anchorage and attachments as designated by the manufacturer at the locations shown on the drawings or as directed by the Engineer.

B. Materials.

1. The contractor shall submit complete and accurate shop drawings, catalog cuts, details or illustrated literature for the Engineer's approval. No installation shall be made prior to approval of the Engineer.

C. Installation.

1. Steel Bollards shall be installed in accordance with the plans and specifications, manufacturer's recommendations, and as directed by the Engineer. No installation shall begin until shop drawings, catalog cuts, details or illustrated literature are submitted and approved by the Engineer.

D. Submittals.

1. Product Data: Shop drawings, catalog cuts, details, illustrated literature, specifications and installation instructions.

E. Method of Measurement.

1. The quantity to be measured for payment shall be the number of steel bollards installed in their entirety.

F. Basis for Payment.

1. The unit price bid per steel bollard shall include the cost of furnishing all labor, material, and equipment necessary to satisfactorily complete the work, to the acceptance of the Engineer.

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ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK
(WET NIGHT VISIBILITY SPHERES)

DESCRIPTION:

Under this work the contractor shall furnish and apply epoxy reflectORIZED pavement markings in accordance with these specifications, the Contract Documents, the NYSMUTCD, or as ordered by the Engineer. Items for Special Markings include stop bars and crosswalks.

Yield line symbols are isosceles triangles with height equaling 1.5 times the base dimension:

A small yield line symbol shall have a base dimension of one foot.

A large yield line symbol shall have a base dimension of two feet.

Yield line symbols are to be installed with the Apex of the triangle oriented towards oncoming traffic.

The epoxy marking material shall be hot-applied by spray methods onto bituminous and portland cement concrete pavement surfaces at the thickness and width shown on the Contract Documents. Following a simultaneous application of Standard Glass Beads (Type 2) and Wet/Night Visibility Beads (Type 1), the cured epoxy marking shall be an adherent reflectORIZED stripe that will provide wet night retro-reflectivity.

MATERIALS REQUIREMENTS:

Epoxy Paint	727-03
Glass Beads for Pavement Markings	727-05

Reflective Glass Spheres

Retro-reflective beads shall be a double drop system of glass spheres consisting of Standard Beads (Type 2) and Wet/Night Visibility Beads (Type 1) as defined in §727-05 Glass Beads for Pavement Markings.

EPOXY APPLICATING EQUIPMENT

In general, a mobile applicator shall be a truck mounted, self-contained pavement marking machine, specifically designed to apply epoxy resin materials and reflective glass spheres in continuous line patterns. The applying equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. In addition, the truck mounted unit shall be provided with accessories to allow for the marking of cross hatching and other special patterns as directed by the Engineer.

At any time throughout the duration of the project, the Contractor shall provide free access to his epoxy applying equipment for inspection by the Engineer or his authorized representative.

The Engineer may approve the use of a portable applicator in lieu of mobile truck mounted accessories for use in applying special markings only, provided such equipment can demonstrate satisfactory application of reflectORIZED epoxy markings in accordance with these specifications.

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Mobile applying equipment shall be capable of installing up to 19 miles of epoxy reflectorized pavement markings in an eight hour day and shall include the following features:

1. Individual tanks for the storage of Part A and Part B of the epoxy resin.
2. Individual tanks for the storage of Standard (Type 2) and Wet/Night Visibility (Type 1) glass spheres. Each tank shall have a minimum capacity of 3000 lbs.
3. Heating equipment of sufficient capacity to maintain the individual epoxy resin components at the manufacturer's recommended temperature for spray application.
4. Individual dispensers for the simultaneous application of Standard (Type 2) and Wet/Night Visibility (Type 1) glass spheres. Each dispenser shall be capable of applying spheres at a minimum rate of 10 lbs/gal of epoxy resin composition.
5. Metering devices or pressure gauges on the proportioning pumps, positioned to be readily visible to the Engineer.
6. All necessary spray equipment, mixers, compressors, and other appurtenances for the placement of epoxy reflectorized pavement markings in a simultaneous sequence of operations as described in Construction Details, D. Application of Epoxy ReflectORIZED Pavement Markings.

CONSTRUCTION DETAILS

A. General

All pavement markings shall be placed as shown on the Contract Documents and in accordance with the New York State, Manual of Uniform Traffic Control Devices (MUTCD).

Before any pavement marking work is begun, a schedule of operations shall be submitted for the approval of the Engineer.

At least five (5) days prior to starting striping, the Contractor shall provide the Engineer with the epoxy manufacturer's written instructions for use. These instructions shall include, but not be limited to, material mixing ratios and application temperatures.

When pavement markings are applied under traffic, the Contractor shall provide all necessary flags, markers, signs, etc. in accordance with the MUTCD to maintain and protect traffic, and to protect marking operations and the markings until thoroughly set.

The application of pavement markings shall be done in the general direction of traffic. Striping against the direction of traffic flow shall not be allowed.

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The Contractor shall be responsible for removing, to the satisfaction of the Engineer, all tracking marks, spilled epoxy, and epoxy markings applied in unauthorized areas.

When necessary the Contractor shall establish marking line points at 30 foot intervals throughout the length of the pavement or as directed by the Engineer.

B. Atmospheric Conditions

Epoxy pavement markings shall only be applied during conditions of dry weather and on substantially dry pavement surfaces. At the time of installation the pavement surface temperature shall be a minimum of 50°F and the ambient temperature shall be a minimum of 50°F and rising. The Engineer shall be the sole determiner as to when atmospheric conditions and pavement surface conditions are such to produce satisfactory results.

C. Surface Preparation

The Contractor shall clean the pavement and existing durable markings to the satisfaction of the Engineer.

Surface cleaning and preparation work shall be performed only in the area of the epoxy markings application.

At the time of application all pavement surfaces and existing durable markings shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the bid price of this item.

In addition, concrete curing compounds on new portland cement concrete surfaces and existing painted pavement markings on both concrete and bituminous pavement surfaces shall be cleaned and paid for in accordance with §635 Cleaning and Preparation of Pavement Surfaces for Pavement Markings.

D. Application of Epoxy ReflectORIZED Pavement Markings

Epoxy reflectORIZED pavement markings shall be placed at the width, thickness, and pattern designated in the Contract Documents.

Marking operations shall not begin until applicable surface preparation work is completed and approved by the Engineer, and the atmospheric conditions are acceptable to the Engineer.

Pavement markings shall be applied by the following simultaneous operation:

1. The pavement surface is air-blasted to remove dirt and residues.
2. The epoxy resin, mixed and heated in accordance with the manufacturer's

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recommendations, is uniformly hot-sprayed onto the pavement surface at the minimum specified thickness.

3. Standard (Type 2) and Wet/Night Visibility (Type 1) reflective glass spheres are injected into or dropped onto the liquid epoxy marking. Standard beads (Type 2) shall be applied first immediately followed by the application of Wet/Night Visibility beads (Type 1). Each type shall be applied at a minimum rate of 10 lbs/gal of epoxy resin (minimum total application = 20 lbs/gal).

E. Defective Epoxy Pavement Markings

Epoxy reflectORIZED pavement markings, which after application and curing are determined by the Engineer to be defective and not in conformance with this specification, shall be repaired. Repair of defective markings shall be the responsibility of the Contractor and shall be performed to the satisfaction of the Engineer as follows:

1. Insufficient film thickness and line width; insufficient glass bead coverage or inadequate glass bead retention.

Repair Method. Prepare the surface of the defective epoxy marking by grinding or blast cleaning. No other cleaning methods will be allowed. Surface preparation shall be performed to the extent that a substantial amount of the reflective glass spheres are removed and a roughened epoxy marking surface remains.

Immediately after surface preparation remove loose particles and foreign debris by brooming or blasting with compressed air.

Repair shall be made by restriping over the cleaned surface in accordance with the requirements of this specification and at the full thickness indicated on the Contract Documents.

2. Uncured or discolored epoxy*; insufficient bond (to pavement surface or existing durable marking).

Repair Method. The defective epoxy marking shall be completely removed and cleaned to the underlying pavement surface in accordance with the requirements of Section 635 - Cleaning and Preparation of Pavement Surfaces, at the Contractor's expense.

The extent of removal shall be the defective area plus any adjacent epoxy pavement marking material extending three feet in any direction.

After surface preparation work is complete, repair shall be made by reapplying epoxy over the cleaned pavement surface in accordance with the requirements of this specification.

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*Uncured epoxy shall be defined as applied material that fails to cure (dry) in accordance with the requirements of §727-03 Epoxy Paint; or applied material that fails to cure (dry) within a reasonable time period under actual field conditions, as defined by the Engineer.

Discoloration shall be defined as localized areas or patches of brown, grayish or black colored epoxy marking material. These areas often occur in a cyclic pattern and often are not visible until several days or weeks after markings are applied.

Other defects not noted above, but determined by the Engineer to need repair, shall be repaired or replaced as directed by and to the satisfaction of the Engineer.

All work in conjunction with the repair or replacement of defective epoxy reflectorized pavement markings shall be performed by the Contractor at no additional cost to the State.

METHOD OF MEASUREMENT

Pavement striping (regular lines, cross hatching and special markings) will be measured in feet along the centerline of the pavement stripe and will be based on a 4 inch wide stripe. Measurement for striping with a width greater than the basic 4 inches, as shown on the plans or directed by the Engineer, will be made by the following method:

$$\frac{\text{Plan Width of Striping (inches) X Feet}}{4 \text{ inches}}$$

BASIS OF PAYMENT

The accepted quantities of markings will be paid for at the contract unit price, which shall include the cost of furnishing all labor, materials and equipment to satisfactorily complete the work. The cost for maintaining and protecting traffic during the marking operations shall be included in the price bid. The cost of removal of concrete curing compounds and existing pavement markings will be paid under separate items and are not included in this item.

No payment will be made for the repair or replacement of defective epoxy reflectorized pavement markings.

<u>PAY ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>
685.07150110	White Epoxy ReflectORIZED Pavement Stripes – 15 mils	Foot

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685.07150210	(Wet Night Visibility Spheres) White Epoxy ReflectORIZED Pavement Letters - 15 mils	Each
685.07150310	(Wet Night Visibility Spheres) White Epoxy ReflectORIZED Pavement Symbols - 15 mils	Each
685.07150410	(Wet Night Visibility Spheres) White Epoxy ReflectORIZED Cross Hatching -15 mils Thick	Foot
685.07150510	(Wet Night Visibility Spheres) White Epoxy ReflectORIZED Pavement Stripes (Special Markings) 15 mils Thick (Wet Night Visibility Spheres)	Foot
685.07150610	Yellow Epoxy ReflectORIZED Pavement Stripes - 15 mils	Foot
685.07150710	(Wet Night Visibility Spheres) Yellow Epoxy ReflectORIZED Pavement Stripes (Cross Hatching) 15 mils Thick (Wet Night Visibility Spheres)	Foot
685.07150810	White Epoxy ReflectORIZED Pavement Yield Line Symbols - Small - 15 mils	Each
685.07150910	(Wet Night Visibility Spheres) White Epoxy ReflectORIZED Pavement Yield Line Symbols - Large - 15 mils	Each
	(Wet Night Visibility Spheres)	
685.07200110	White Epoxy ReflectORIZED Pavement Stripes - 20 mils	Foot
685.07200210	(Wet Night Visibility Spheres) White Epoxy ReflectORIZED Pavement Letters - 20 mils	Each
685.07200310	(Wet Night Visibility Spheres) White Epoxy ReflectORIZED Pavement Symbols - 20 mils	Each
685.07200410	(Wet Night Visibility Spheres) White Epoxy ReflectORIZED Pavement Stripes (Cross Hatching) 20 mils Thick (Wet Night Visibility Spheres)	Foot
685.07200510	White Epoxy ReflectORIZED Pavement Stripes (Special Markings) 20 mils Thick (Wet Night Visibility Spheres)	Foot

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685.07200610	Yellow Epoxy ReflectORIZED Pavement Stripes – 20 mils (Wet Night Visibility Spheres)	Foot
685.07200710	Yellow Epoxy ReflectORIZED Pavement Stripes (Cross Hatching) 20 mils Thick (Wet Night Visibility Spheres)	Foot
685.07200810	White Epoxy ReflectORIZED Pavement Yield Line Symbols - Small - 20 mils (Wet Night Visibility Spheres)	Each
685.07200910	White Epoxy ReflectORIZED Pavement Yield Line Symbols - Large - 20 mils (Wet Night Visibility Spheres)	Each

ITEM 744 - FORCE ACCOUNT WORK

A. Description.

1. The amount estimated for the work under this Item is approximate and may be less or greater than the amount of the force account work indicated on the bid sheets. The amount will be based on the Force Account Work actually performed during the term of the contract with prior written approval of the Commissioner.
2. The use of this Item will require prior authorization of the County for each individual Force Account Work to be performed under this contract.

B. Materials and Construction Details.

1. Materials incorporated into the force account work shall be approved by the Engineer prior to installation. When no applicable contract unit prices exist, material costs shall be reimbursed based upon acceptable receipts and/or invoices plus markup, as per the requirement of contract documents, and as approved by the Commissioner of Public Works.

C. Method of Measurement.

1. All Force Account work performed under this Item shall be either:
 - a. agreed upon unit price with backup
 - b. agreed upon lump sum cost with detailed backup
 - c. not to exceed agreed prices with detailed backup (final cost may be lower but will never exceed the agreed price)
 - d. on a Time and Material basis plus applicable overhead and profit as stipulated within the Contract Documents and will be inspected and measured by the Engineer on a daily basis and signed off by the Contractor.

D. Basis of Payment.

1. Under this Item, all provisions as incorporated in the Contract concerning payment for extra or additional work are applicable. Total payment for this Item is subject to the requirements and conditions of this contract.
2. The amount to be paid for each type of Force Account Work per work order shall be based (see Method of Measurement, Section C.1.) upon the actual work satisfactorily completed and/or materials/machines furnished and approved in accordance with the requirements of the Contract documents.

ITEM 762 - INTEGRAL COLOR PIGMENT FOR CEMENT CONCRETE

A. Description.

1. Under this item, the contractor shall furnish and mix color pigment into cement concrete at locations shown on the plans, or as directed by the Engineer.

B. Materials.

1. The pigment shall conform to "Integral Colors" as supplied by "Stampcrete International Ltd.", of Centereach, N.Y., or approved equal. The color to be used shall be as indicated on the plans or as directed by the Engineer.

C. Construction Details.

1. The pigment shall be added to, and thoroughly mixed into, the cement concrete prior to placement, to insure a consistent color throughout the concrete. Pigment shall be added at the rate of 12 pounds per cubic yard of concrete, or in accordance with the manufacturer's instructions, or as directed by the Engineer.

D. Method of Measurement.

1. The quantity to be paid under this item will be the number of pounds of pigment added to the cement concrete mix.

E. Basis of Payment.

1. The unit price bid shall include the cost of all labor, materials, and equipment necessary to complete the work, including cleaning residue of color pigment from the concrete truck. Imprinting and cement concrete will be paid for under their respective items.

ITEM 763 - IMPRINTING ON CONCRETE PAVEMENT OR SIDEWALK

A. Description.

1. Under this item the contractor shall modify the surface of newly placed cement concrete pavement or sidewalk to create a pattern as specified in the plans and/or as directed by the Engineer.

B. Construction Details.

1. Cement concrete pavement or sidewalk shall be placed at locations and dimensions shown on the plans and/or as directed by the Engineer, in accordance with Items No. 24, 27, 30, 32A, 32X and 7 as described in the Standard Specifications. At the appropriate time in the concrete curing process (as detailed in the specific treatment directions) the concrete surface shall be imprinted, stamped, or rolled such that the specified pattern is obtained. The contractor shall submit the recommended method of operation, containing dimensions of forms and/or rollers, timing of installation, and any other pertinent information to the Engineer for approval. Immediately after the surface finishing has been completed, the Impervious Membrane Method of curing shall be implemented, as detailed in the latest edition of the New York State Department of Transportation Standard Specifications.
2. Suppliers and/or Installers - Possible technology to complete this work is available from, but not limited to:
 - a. Bomanite Corporation, P.O. Box 599, Madera, California 93639
 - b. Quick Imprint Systems, P.O. Box 7, Goodman, Mo., 64850
 - c. Stampcrete International Ltd., Centereach, N.Y., 11720
 - d. Or equal

C. Method of Measurement.

1. The quantity to be paid under this item will be the number of square feet of imprinting on cement concrete pavement or sidewalk, in accordance with the plans and specifications, or as directed by the Engineer.

D. Basis of Payment.

1. The unit price bid per square foot for this item shall include the cost of furnishing all labor, materials, equipment and incidentals necessary to complete the imprint work to the satisfaction of the Engineer. Cement concrete pavement or sidewalk will be for paid under their respective items.

ITEM 764 - COLORED AND IMPRINTED ASPHALT

A. Description.

1. This work shall consist of furnishing and installing Colored and Imprinted Asphalt System, as manufactured by, Integrated Paving Concepts Inc., #102 - 17957 - 55 Ave. Surrey, BC V3S 6C4, Phone: (604) 574-7510, FAX: (604) 574-7520 or approved equal. Colored and Imprinted Asphalt System shall be installed on new Asphalt Concrete pavement installed as part of this contract under other items. The surface of the HMA shall be patterned and colored to create the appearance of hand laid decorative paving stones by an authorized StreetPrint™ applicator. Two areas will receive this treatment. First is roadway pavement that has been overlaid with new asphalt concrete pavement. The second is new mowstrip asphalt within raised median areas. Asphalt pavement texturing is a highly specialized process that requires the skill of a qualified applicator working with the proper equipment and applying highly specialized coating(s) designed specifically for application to asphalt pavement.

B. References.

1. ASTM D-4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester. ASTM D-4060 Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser. ASTM D522-93A Standard Test Method for Mandrel Bend Test of Attached Organic Coatings. ASTM G-155 QUV Accelerated Weathering Environment. Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials. ASTM D-2486 MEK rub test for chemical resistance. ASTM E-303 British Pendulum test for friction. EPA 24 ASTM D3960-05 Volatile Organic Compounds.

C. Submittals.

1. The documents shall be submitted to the Engineer prior to installation:
 - a. Proof of applicator's ability. A copy of the current year license as provided to the proposed applicator issued by a recognized authority in the execution of asphalt pavement texturing work.
 - b. Failing that, at least 3 reference sites and written references from 3 previous customers for work performed by this applicator.
 - c. A list of the major equipment to be used in the execution of the Work. This list will include the asphalt pavement reheat machinery, spray equipment, compactor(s) and templates.
 - d. The name of the coating(s) and the coating supplier's name.
 - e. Certified performance test results of the coating materials as outlined in Table 1.
 - f. Confirmation of coating color(s).

D. Materials.

1. Coatings.

- a. Properly designed asphalt pavement coatings have been scientifically formulated to provide the optimal balance of performance properties for a durable, long lasting color and texture to asphalt pavement surfaces. Some of these key properties include wet wear durability, crack resistance, fade resistance, adhesion, and friction properties. These properties must be backed up by a Certificate of Analysis from an independent laboratory or an equal document that certifies these performance properties.
- b. The asphalt pavement coating must be environmentally safe and meet EPA requirements for Volatile Organic Compounds (VOC).
- c. Only use asphalt pavement coatings from qualified pavement coating suppliers who can provide proof of these required performance properties.

2. Minimum Performance Properties of Asphalt Coating.

- a. The following table outlines the minimum required performance properties of the asphalt pavement coating. These performance properties must be ascertained by a Certificate of Analysis issued by an approved testing facility

Characteristic	Test Specification	Minimum Required Results
Durability Taber Abrasion (cycles to wear-through)	ASTM D-4060 Abrasion Resistance of Organic Coatings (wet wear) 7 day cure, 24 hour soak; H-10 wheel	Wear Index (WI) < 5.0
Color stability		Brick color ΔE < 1.5
Flexibility: Mandrel Bend	ASTM D 522-93A Flexibility as measured by Mandrel bend 0.5mm thick sample passes 10 mm at 21°C 0.5mm thick sample passes 125mm at -18°C	
Chemical resistance	ASTM D-2486 Modified MEK scrubs 16 dry mils, number of scrubs until 50% substrate exposed	> 5000
Adhesion to Asphalt	ASTM D-4541	Substrate Failure
Friction Wet	ASTM E-303 British Pendulum Tester	> 55
Environmental Sensitivity	EPA 24 ASTM D3960-05 Volatile Organic Compounds	VOC < 150

Table 1: Required Performance Properties of Asphalt Pavement Coating.

3. Equipment.

- a. The following specialized equipment shall be used in the execution of the Work.
 - 1) Metal wire rope templates are used to create the desired imprint pattern. Only use templates that have been supplied by a manufacturer who has the proven expertise in manufacturing these templates for this type of application.
- b. Asphalt pavement reheat equipment specifically designed for asphalt pavement texturing is to be used in the execution of this work. The primary asphalt pavement re-heat equipment must cycle the heat application and must allow the equipment operator to check the pavement surface temperature during the

heating process, These controls are necessary to enable the pavement temperature to be elevated gradually, giving the operator the ability to ensure that the pavement is not overheated or adversely affected. Heaters without these controls are strictly prohibited as the primary re-heats equipment.

- c. Hand-held portable heating devices may be used only for areas where It is difficult to operate the re-heat machine. These may not be used as the primary pavement re-heating device.
- d. Finishing tools that are designed to enable the applicator to complete the imprinting of the asphalt pavement in areas which may be inaccessible to the template such as curbs and manhole covers are permitted.
- e. Vibratory Plate Compactors shall be used for pressing the templates into the heated asphalt pavement to create the specified pattern.
- f. Specialized coating spray equipment must be used in the application of the coating and must be capable of applying the coating to the asphalt pavement surface in a thin, controlled film which will optimize the drying and curing time of the coating. More specifically, the spray equipment pump must be capable of providing a continuous recirculation of the coating in order to keep the solids within the coating in suspension.

E. Construction Details.

1. **General.** The Colored and Imprinted Asphalt System shall be supplied and installed by a Qualified Applicator in accordance with the plans and specifications or as directed by the Owner. Do not begin the Work until confirmation of the Applicator's qualifications is provided.
2. **Surface Preparation.** The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.
3. **Layout.** Layout of the pattern for imprinting into the surface of the asphalt pavement shall be as per the drawings and specifications.
4. **Heating the Asphalt Pavement.** The Applicator shall use asphalt pavement reheat equipment as described above. The optimal pavement temperature for imprinting the template is dependent upon mix design, modifiers used in the mix, the age of the pavement and weather. The surface temperature of the pavement should not exceed 325°F as determined by an infra-red thermometer reading taken after the heat is applied to the asphalt pavement. In order to achieve the proper depth of imprint it is important to elevate the asphalt pavement temperature to a minimum depth of 1/2 inch (12.5mm) without burning the pavement surface. This can only be accomplished using asphalt pavement reheat equipment that is specifically designed for this Work.
5. **Surface Imprinting.** The pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue. Once the asphalt pavement has reached imprinting temperature, the templates shall be placed in position and pressed into the surface using vibratory

plate compactors. The top of the template is to be flush with the surrounding asphalt pavement and can then be removed. Areas that have an imprint depth less than 3/8 inch shall be re-heated and re-stamped prior to applying the coatings. Hand tooling is a permitted method to achieve proper imprint depth in areas difficult to get at with the template.

6. Application of Asphalt Pavement Coating Guidelines

- a. The qualified applicator shall refer to the asphalt pavement coating supplier's recommendations for methods of application. Special care and attention must be paid to ensure asphalt pavement coatings are applied in environmental conditions that permit proper cure.
 - b. The coating application shall proceed as soon as possible upon completion of the imprinting of the asphalt pavement. The pavement surface shall be completely dry and thoroughly cleaned prior to application of the asphalt pavement coating(s).
 - c. Depending upon the condition and age of the pre-existing pavement, primer may be required. Refer to the asphalt pavement coating supplier's specifications.
 - d. The qualified applicator shall use spray equipment specifically designed for the application of the coating(s) as outlined in Section 2.3 above.
 - e. Refer to the asphalt pavement coating supplier's recommendations for coating coverage rate, number of recommended passes and recommended film thickness.
7. **Opening to Traffic.** Minimally, the surface coating must be 100% dry before traffic is permitted. Refer to the asphalt pavement coating supplier's guide.

F. Method of Measurement.

1. The installation of the Colored and Imprinted Asphalt System will be measured by the number of square feet of hot mix asphalt satisfactorily imprinted, colored and sealed in accordance with the plans, this specification and as approved by the Engineer.

G. Basis of Payment.

1. The unit price bid per square foot shall include the cost of test panels, maintenance kit and the furnishing all labor, materials, equipment and tools necessary to complete the work. The asphalt pavement will be paid for under separate individual items. Areas where the Colored and Imprinted Asphalt System is deemed unacceptable by the Engineer will not be measured for payment. The contractor will be directed by the Engineer to re-apply the Colored and Imprinted Asphalt System to the satisfaction of the Engineer before payment is made. Milling and re-Installation of asphalt top course and reapplication of misapplied Colored and Imprinted Asphalt System will be done at the contractor's expense.

ITEM 765 - FURNISH & INSTALL CONCRETE PARKING BUMPER

A. Description.

1. Under this item, the contractor shall furnish and install precast cement concrete parking bumpers at locations shown on the plans, or as directed by the Engineer.

B. Materials.

1. Precast parking bumpers shall be manufactured for the intended purpose by a company or firm specializing in the manufacture of precast concrete parking bumpers. Provide precast concrete parking bumpers of half octagonal cross section, with dimensions approved by the Engineer. Unless indicated otherwise, provide bumpers of 6 foot length.
2. Bumpers shall be manufactured of 4000 p.s.i minimum reinforced concrete, to withstand constant use and rough service. Each bumper shall be reinforced with two No. 4 deformed steel reinforcing bars, minimum.
3. Each bumper to be installed on at-grade asphalt pavement shall be manufactured with two holes to accommodate the anchor rebar. Bumpers to be installed on concrete slabs shall be manufactured without holes.
4. Epoxy Adhesive: Adhesive for anchoring bumpers to pavement shall be an epoxy adhesive manufactured for the purpose, complying with ASTM C 881/C 881M, Type IV, Grade 3, Class B or C. Use Class B whenever the surface temperature is from 40 to 60 degrees F. Use Class C whenever the surface temperature is above 60 degrees F. Whenever the surface temperature is below 40 degrees F, go home and wait until such time that the surface temperature is above 40 degrees F.
5. Steel Bars for Installation: Epoxy-coated rebar, No. 5 size, conforming item 33X.
6. Submit shop drawings of bumpers, including plan layout and installation details, for approval.
7. Product data: Submit manufacturers' product data of precast bumpers and epoxy adhesive for approval

C. Construction Details.

1. No installation shall begin until shop drawings, catalog cuts, details or illustrated literature, and installation details are submitted and approved by the Engineer.
2. The pavement surface shall be prepared as per epoxy adhesive manufacturer's instructions prior to installation.
3. Precast concrete bumpers shall be anchored and secured in position on at-grade asphalt pavements, as indicated, with an appropriate epoxy adhesive as specified above and two No. 5 epoxy-coated rebar (24" long each, recessed 1/4" below the top of the bumper after installation).
4. Precast concrete bumpers shall be secured in position on concrete pavements, as indicated, with an appropriate epoxy adhesive as specified above.

D. Method of Measurement.

1. The quantity to be paid under this item will be the number of parking bumpers installed in accordance with this specification.

E. Basis of Payment.

1. The unit price bid shall include the cost of all labor, materials, and equipment necessary to complete the work.

ITEM 769A – Type “A” Catch Basin Insert- Filter Type (Combination Inlet)

ITEM 769B – Type “B” Catch Basin Insert- Filter Type (Curb Inlet Only)

A. Description.

1. Under each of these items the Contractor shall furnish and install cartridge type catch basin inserts to collect and retain sediment and debris prior to entering the storm water system.

B. Submittals.

1. The manufacturer shall develop and furnish a worksheet to be used by the installer(s) to measure and certify the actual condition of the catch basin which will receive the catch basin insert.

C. Delivery, Storage & Handling.

1. All materials shall be protected during loading, transporting, and unloading, in accordance with the manufacturer's recommendations.

D. Materials.

1. The catch basin insert to be used in Type A and B catch basins shall comply with the following specifications:
 - a. Physical Properties:
 - 1) Material:
 - a) Adjustable Flange and Deflector
 - b) Splash Guard: Neoprene Rubber (Trim to Fit)
 - c) Plastic or polypropylene basket
 - d) Protected by-pass to retain re-suspended material
 - e) Support Hardware
 - 2) Performance Characteristics & Removal Rates:

a) Debris Capacity:	4.0 Cu-Ft
b) Filtered Flow Rate:	0.5 cfs
c) Bypass Flow Rate:	4.0 cfs
d) Sediment Removal:	Remove \geq 50% of sub 100 micron
e) Hydrocarbons, Oil & Grease:	Remove \geq 80%
f) Phosphorous:	Remove \geq 50%
g) Nitrogen Compounds:	Remove \geq 40%
h) Bacteria:	Remove \geq 70%
 - 3) Under this item the catch basin insert manufacturer is required to submit test data to the County (with supporting documentation) specifically indicating that the proposed

devices have been proven to achieve the performance characteristics and removal rates specified herein. No materials may be ordered until the County has accepted said documentation, in writing.

b. Serviceability:

1) Catch Basin Insert Maintenance

- a) The catch basin inserts shall be serviceable from the street level only; maintenance shall not require "confined space" entry into the catch basin.
- b) The consumables (filters) shall be designed to enable replacement from the street level only; maintenance shall not require "confined space" entry into the catch basin.

E. Method of Measurement.

1. The quantity to be paid for under these two items shall be the number of catch basin insert assemblies that are furnished and installed.

F. Basis of Payment.

1. The unit price bid for each item(s) shall include the cost of furnishing and installing one (1) complete catch basin insert assembly which shall consist of all materials including one set of filters and the metal framework to be installed inside the catch basin.

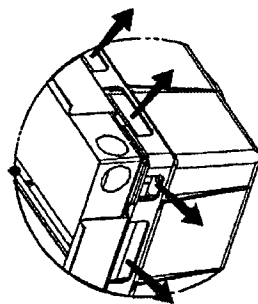
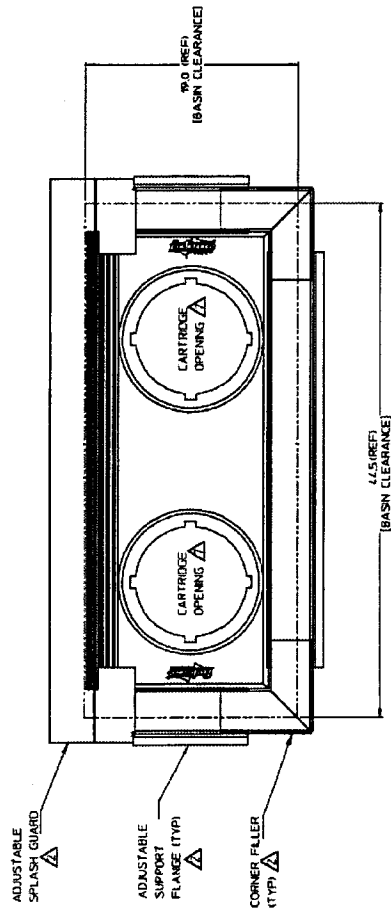
G. Warranty.

1. The equipment, materials, and products furnished under this item shall be guaranteed against defective design, materials, workmanship and operation for a period of one (1) year from the date the equipment is placed into problem free operation. The date of problem free operation will be determined by the Owner's representative. Upon receipt of notice from the Owner of failure of any part of the equipment, material, or product during the guarantee period, the affected item shall be repaired or replaced (if necessary), at the sole cost and expense of the Contractor, and at no additional cost to the County.

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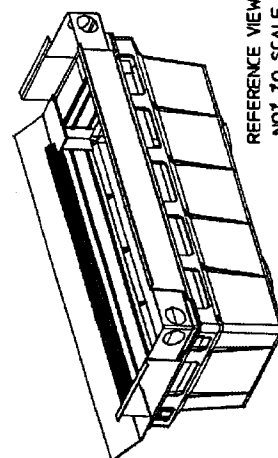
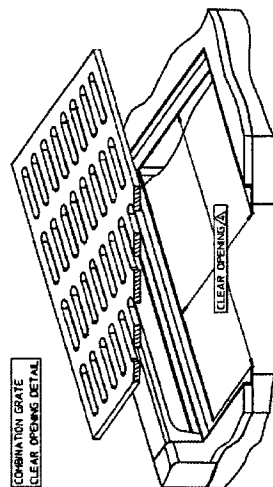
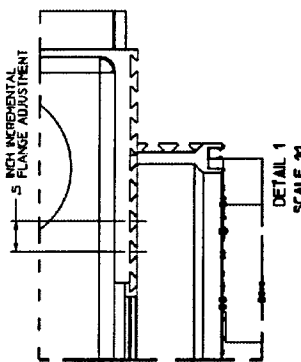
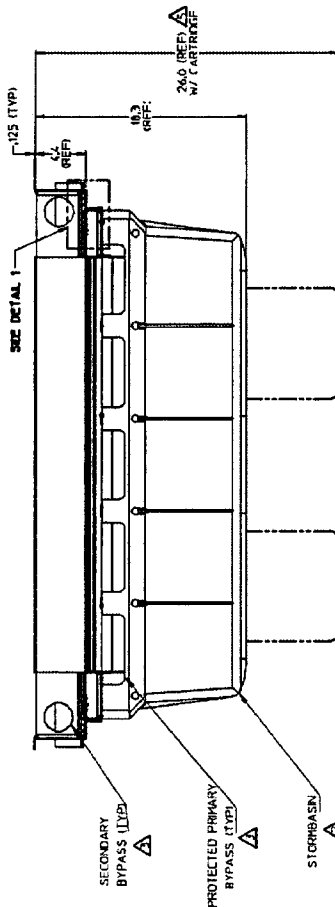
NOTES:

1. WEIGHT (EMPTY): 50 LB MAX, NO CARTRIDGES
2. MATERIAL:
 - A) ADJUSTABLE FLANGE AND DEFLECTOR: ALUMINUM ALLOY 6063-T6
 - B) BASIN (PLASTIC): POLYPROPYLENE POLYETHYLENE COPOLYMER
 - C) CORNER FILL: ALUMINUM ALLOY 5052-H32
 - D) SUPPORT HARDWARE: CRES 300 SERIES
 - E) SPLASH GUARD: NEOPRENE RUBBER (IF NECESSARY)
3. PERFORMANCE CHARACTERISTICS (TYP):
 - A) DEBRIS CAPACITY: 5.2 CU-FT
 - B) FILTERED FLOW RATE: CLEAN HIGH FLOW: CARTRIDGE: 520 GPM (4.6 CFS)
 - C) PRIMARY BYPASS FLOW RATE: 1917 GPM (4.3 CFS)
 - D) SECONDARY BYPASS FLOW RATE: 164 GPM (0.37 CFS)
 - E) TOTAL BYPASS FLOW RATE: 2082 GPM (4.6 CFS)
4. CLEAR OPENING RANGE: 10.5 INCH INCREMENTS
 - A) MINIMUM SIZE: 19.0 X 4.50
 - B) MAXIMUM SIZE: 24.0 X 5.00
5. RECOMMENDED MINIMUM VAULT DEPTH: 2'-IN. BELOW CARTRIDGE
6. TYPICAL INSTALLATION: REMOVE STORM GRATE, MEASURE CATCH BASIN CLEAR OPENING AND ADJUST FLANGES TO REST ON GRATE SUPPORT LEDGE. INSTALL STORMBASK INSERT WITH RUBBER SPLASH GUARD EXTENDING INTO CURB-BOX AND VERIFY THE ADJUSTABLE FLANGES ARE SECURELY RESTING ON THE GRATE SUPPORT LEDGES. INSTALL THE CORNER FILL PIECES. REINSTALL THE STORM GRATE DIRECTLY ON STORMBASK SUPPORT FLANGES.
7. USE WITH FABCO REPLACEABLE MEDIA CARTRIDGES ONLY.



PROTECTED BYPASS, TYPICAL
(NOT TO SCALE)

DOWN: ALL ADJUSTMENT FEATURES
(TYPICAL - SEE E. ANGLE)



NO.	QTY.	PART NUMBER	DESCRIPTION	DATE	BY	CHKD.
1	1	9730-VE-ASSY3	VEHICLE ASSEMBLY	10/20/10	AW	AW
2	1	9730-VE-ASSY3	VEHICLE ASSEMBLY	10/20/10	AW	AW
3	1	9730-VE-ASSY3	VEHICLE ASSEMBLY	10/20/10	AW	AW
4	1	9730-VE-ASSY3	VEHICLE ASSEMBLY	10/20/10	AW	AW
5	1	9730-VE-ASSY3	VEHICLE ASSEMBLY	10/20/10	AW	AW
6	1	9730-VE-ASSY3	VEHICLE ASSEMBLY	10/20/10	AW	AW
7	1	9730-VE-ASSY3	VEHICLE ASSEMBLY	10/20/10	AW	AW
8	1	9730-VE-ASSY3	VEHICLE ASSEMBLY	10/20/10	AW	AW
9	1	9730-VE-ASSY3	VEHICLE ASSEMBLY	10/20/10	AW	AW
10	1	9730-VE-ASSY3	VEHICLE ASSEMBLY	10/20/10	AW	AW

Falco

NASSAU COUNTY, NY
TYPE: 1A STORMBASK

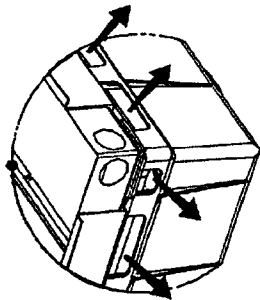
DATE: 10/20/10
BY: AW
CHKD: AW

SCALE: 3/4\"/>

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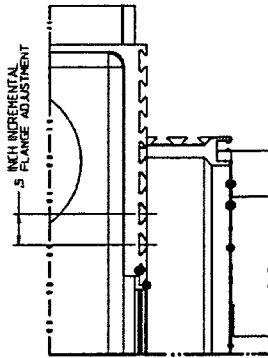
NOTES:

1. WEIGHT (EMPTY): 40 LB MAX.
2. MATERIAL:
 - A) STORIBASIN SUPPORT FLANGE AND DEFLECTOR: ALUMINUM ALLOY 6063-T6
 - B) CORNER DEFLECTOR: POLYPROPYLENE POLYETHYLENE COPOLYMER
 - C) BASIN (PLASTIC): POLYPROPYLENE POLYETHYLENE COPOLYMER
 - D) RUBBER SUPPORT PLATE: ALUMINUM ALLOY 5052-H32
 - E) SUPPORT HARDWARE: CRES 304 SERIES OR EQUAL
 - F) OIL ROOM: 3" DIAMETER, POLYPROPYLENE
 - G) GULL WING SUPPORT FLANGE: 6063-T6, CLEAR ANODIZE
3. PERFORMANCE CHARACTERISTICS (TYP):
 - A) DEBRIS CAPACITY: 4.0 CU-FIT
 - B) FILTERED FLOW RATE (CLEAN HIGH FLOW CARTRIDGE): 520 GPM (1.6 CFS)
 - C) PROTECTED BYPASS FLOW RATE: 707 GPM (2.7 CFS)
 - D) TOTAL BYPASS FLOW RATE: UNRESTRICTED
4. PROTECTED BYPASS PREVENTS RE-SUSPENSION OF FLOTTABLES
5. USE WITH FABCO REPLACIBLE FILTER CARTRIDGES ONLY, FABCO P/N 9718-7-000.
6. VISIT FABCO INDUSTRIES WEBSITE FOR COMPLETE INSTALLATION INSTRUCTIONS, WWW.FABCO-INDUSTRIES.COM

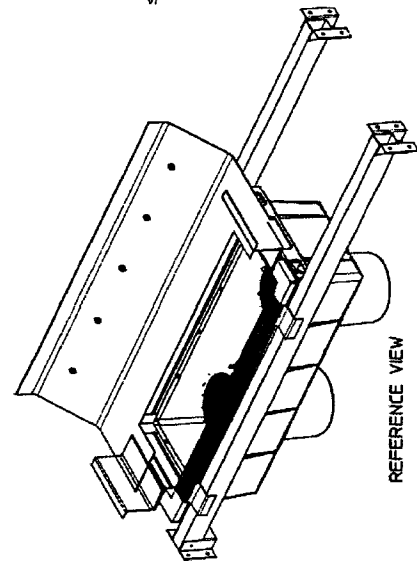
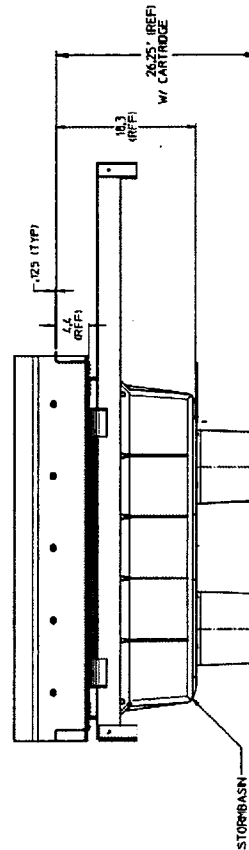
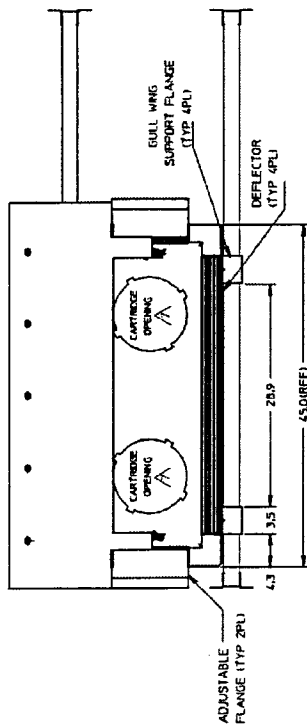


PROTECTED BYPASS, TYPICAL

DOVETAIL ADJUSTMENT FEATURE
(TYPICAL EACH FLANGE)



DETAIL 1



REFERENCE VIEW

NO.	QTY.	PART NUMBER	DESCRIPTION	REVISIONS
1	1	9718-7-000	STORIBASIN	1
2	1	9718-7-001	DEFLECTOR	1
3	1	9718-7-002	SUPPORT FLANGE	1
4	1	9718-7-003	GULL WING SUPPORT FLANGE	1
5	1	9718-7-004	CORNER DEFLECTOR	1
6	1	9718-7-005	RUBBER SUPPORT PLATE	1
7	1	9718-7-006	SUPPORT HARDWARE	1
8	1	9718-7-007	OIL ROOM	1
9	1	9718-7-008	GULL WING SUPPORT FLANGE	1
10	1	9718-7-009	DEFLECTOR	1
11	1	9718-7-010	SUPPORT FLANGE	1
12	1	9718-7-011	CORNER DEFLECTOR	1
13	1	9718-7-012	RUBBER SUPPORT PLATE	1
14	1	9718-7-013	SUPPORT HARDWARE	1
15	1	9718-7-014	OIL ROOM	1
16	1	9718-7-015	GULL WING SUPPORT FLANGE	1
17	1	9718-7-016	DEFLECTOR	1
18	1	9718-7-017	SUPPORT FLANGE	1
19	1	9718-7-018	CORNER DEFLECTOR	1
20	1	9718-7-019	RUBBER SUPPORT PLATE	1
21	1	9718-7-020	SUPPORT HARDWARE	1
22	1	9718-7-021	OIL ROOM	1
23	1	9718-7-022	GULL WING SUPPORT FLANGE	1
24	1	9718-7-023	DEFLECTOR	1
25	1	9718-7-024	SUPPORT FLANGE	1
26	1	9718-7-025	CORNER DEFLECTOR	1
27	1	9718-7-026	RUBBER SUPPORT PLATE	1
28	1	9718-7-027	SUPPORT HARDWARE	1
29	1	9718-7-028	OIL ROOM	1
30	1	9718-7-029	GULL WING SUPPORT FLANGE	1
31	1	9718-7-030	DEFLECTOR	1
32	1	9718-7-031	SUPPORT FLANGE	1
33	1	9718-7-032	CORNER DEFLECTOR	1
34	1	9718-7-033	RUBBER SUPPORT PLATE	1
35	1	9718-7-034	SUPPORT HARDWARE	1
36	1	9718-7-035	OIL ROOM	1
37	1	9718-7-036	GULL WING SUPPORT FLANGE	1
38	1	9718-7-037	DEFLECTOR	1
39	1	9718-7-038	SUPPORT FLANGE	1
40	1	9718-7-039	CORNER DEFLECTOR	1
41	1	9718-7-040	RUBBER SUPPORT PLATE	1
42	1	9718-7-041	SUPPORT HARDWARE	1
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63	1	9718-7-062	SUPPORT HARDWARE	1
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68	1	9718-7-067	CORNER DEFLECTOR	1
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76	1	9718-7-075	RUBBER SUPPORT PLATE	1
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80	1	9718-7-079	DEFLECTOR	1
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82	1	9718-7-081	CORNER DEFLECTOR	1
83	1	9718-7-082	RUBBER SUPPORT PLATE	1
84	1	9718-7-083	SUPPORT HARDWARE	1
85	1	9718-7-084	OIL ROOM	1
86	1	9718-7-085	GULL WING SUPPORT FLANGE	1
87	1	9718-7-086	DEFLECTOR	1
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92	1	9718-7-091	OIL ROOM	1
93	1	9718-7-092	GULL WING SUPPORT FLANGE	1
94	1	9718-7-093	DEFLECTOR	1
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99	1	9718-7-098	OIL ROOM	1
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101	1	9718-7-100	DEFLECTOR	1
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103	1	9718-7-102	CORNER DEFLECTOR	1
104	1	9718-7-103	RUBBER SUPPORT PLATE	1
105	1	9718-7-104	SUPPORT HARDWARE	1
106	1	9718-7-105	OIL ROOM	1
107	1	9718-7-106	GULL WING SUPPORT FLANGE	1
108	1	9718-7-107	DEFLECTOR	1
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110	1	9718-7-109	CORNER DEFLECTOR	1
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146	1	9718-7-145	RUBBER SUPPORT PLATE	1
147	1	9718-7-146	SUPPORT HARDWARE	1
148	1	9718-7-147	OIL ROOM	1
149	1	9718-7-148	GULL WING SUPPORT FLANGE	1
150	1	9718-7-149	DEFLECTOR	1
151	1	9718-7-150	SUPPORT FLANGE	1
152	1	9718-7-151	CORNER DEFLECTOR	1
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157	1	9718-7-156	DEFLECTOR	1
158	1	9718-7-157	SUPPORT FLANGE	1
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160	1	9718-7-159	RUBBER SUPPORT PLATE	1
161	1	9718-7-160	SUPPORT HARDWARE	1
162	1	9718-7-161	OIL ROOM	1
163	1	9718-7-162	GULL WING SUPPORT FLANGE	1
164	1	9718-7-163	DEFLECTOR	1
165	1	9718-7-164	SUPPORT FLANGE	1
166	1	9718-7-165	CORNER DEFLECTOR	1
167	1	9718-7-166	RUBBER SUPPORT PLATE	1
168	1	9718-7-167	SUPPORT HARDWARE	1
169	1	9718-7-168	OIL ROOM	1
170	1	9718-7-169	GULL WING SUPPORT FLANGE	1
171	1	9718-7-170	DEFLECTOR	1
172	1	9718-7-171	SUPPORT FLANGE	1
173	1	9718-7-172	CORNER DEFLECTOR	1
174	1	9718-7-173	RUBBER SUPPORT PLATE	1
175	1	9718-7-174	SUPPORT HARDWARE	1
176	1	9718-7-175	OIL ROOM	1
177	1	9718-7-176	GULL WING SUPPORT FLANGE	1
178	1	9718-7-177	DEFLECTOR	1
179	1	9718-7-178	SUPPORT FLANGE	1
180	1	9718-7-179	CORNER DEFLECTOR	1
181	1	9718-7-180	RUBBER SUPPORT PLATE	1
182	1	9718-7-181	SUPPORT HARDWARE	1
183	1	9718-7-182	OIL ROOM	1
184	1	9718-7-183	GULL WING SUPPORT FLANGE	1
185	1	9718-7-184	DEFLECTOR	1
186	1	9718-7-185	SUPPORT FLANGE	1
187	1	9718-7-186	CORNER DEFLECTOR	1
188	1	9718-7-187	RUBBER SUPPORT PLATE	1
189	1	9718-7-188	SUPPORT HARDWARE	1
190	1	9718-7-189	OIL ROOM	1
191	1	9718-7-190	GULL WING SUPPORT FLANGE	1
192	1	9718-7-191	DEFLECTOR	1
193	1	9718-7-192	SUPPORT FLANGE	1
194	1	9718-7-193	CORNER DEFLECTOR	1
195	1	9718-7-194	RUBBER SUPPORT PLATE	1
196	1	9718-7-195	SUPPORT HARDWARE	1
197	1	9718-7-196	OIL ROOM	1
198	1	9718-7-197	GULL WING SUPPORT FLANGE	1
199	1	9718-7-198	DEFLECTOR	1
200	1	9718-7-199	SUPPORT FLANGE	1
201	1	9718-7-200	CORNER DEFLECTOR	1
202	1	9718-7-201	RUBBER SUPPORT PLATE	1
203	1	9718-7-202	SUPPORT HARDWARE	1
204	1	9718-7-203	OIL ROOM	1
205	1	9718-7-204	GULL WING SUPPORT FLANGE	1
206	1	9718-7-205	DEFLECTOR	1
207	1	9718-7-206	SUPPORT FLANGE	1
208	1	9718-7-207	CORNER DEFLECTOR	1
209	1	9718-7-208	RUBBER SUPPORT PLATE	1
210	1	9718-7-209	SUPPORT HARDWARE	1
211	1	9718-7-210	OIL ROOM	1
212	1	9718-7-211	GULL WING SUPPORT FLANGE	1
213	1	9718-7-212	DEFLECTOR	1
214	1	9718-7-213	SUPPORT FLANGE	1
215	1	9718-7-214	CORNER DEFLECTOR	1
216	1	9718-7-215	RUBBER SUPPORT PLATE	1
217	1	9718-7-216	SUPPORT HARDWARE	1
218	1	9718-7-217	OIL ROOM	1
219	1	9718-7-218	GULL WING SUPPORT FLANGE	1
220	1	9718-7-219	DEFLECTOR	1
221	1	9718-7-220	SUPPORT FLANGE	1

ITEM 770A - Type "A" Catch Basin Insert- Sediment Control Type (Combination Inlet)

ITEM 770B - Type "B" Catch Basin Insert- Sediment Control Type (Curb Inlet Only)

A. Description.

1. Under each of these items the Contractor shall furnish and install geotextile technology catch basin inserts to collect and retain sediment and debris prior to entering the storm water system.

B. Submittals.

1. The manufacturer shall develop and furnish a worksheet to be used by the installer(s) to measure and certify the actual condition of the catch basin which will receive the catch basin insert

C. Delivery, Storage & Handling.

1. All materials shall be protected during loading, transporting, and unloading, in accordance with the manufacturer's recommendations.

D. Materials.

The catch basin insert to be used in both the Type A and B installations shall comply with the following specifications.

1. Physical Properties.

a. Material:

- 1) Adjustable Flange and Deflector
 - a) Splash Guard: Neoprene Rubber to redirect water from curb opening to the insert
 - b) Woven Polypropylene Geotextile bag, replaceable oil boom
 - c) Protected by-pass to retain re-suspended material
 - d) Lifting Tabs
 - e) Mounting kit and support hardware

2) Performance Characteristics:

- a) Debris Capacity: 6.0 Cu-Ft
- b) Filtered Flow Rate: 5.0 cfs
- c) Bypass Flow Rate: 3.4 cfs

3) Oil Absorbing Boom:

- a) Absorbent Material: 100% polypropylene, non-biodegradable
- b) Hydrophobic Media
- c) Absorption Capacity: 3.0 gal (max)
- d) Dimensions: 3" diameter x 100" long

2. Serviceability.

a. Catch Basin Insert Maintenance

- 1) The catch basin inserts shall be serviceable from the street level only; maintenance shall not require "confined space" entry into the catch basin.
- 2) The consumables (filters) shall be designed to enable replacement from the street level only; maintenance shall not require "confined space" entry into the catch basin.

E. Method of Measurement.

1. The quantity to be paid for under these two items shall be the number of catch basin insert assemblies that are furnished and installed.

F. Basis of Payment.

1. The unit price bid for each item(s) shall include the cost of furnishing and installing one (1) complete catch basin insert assembly which shall consist of all materials including one set of filters and the metal framework to be installed inside the catch basin.


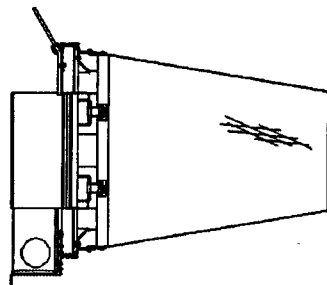
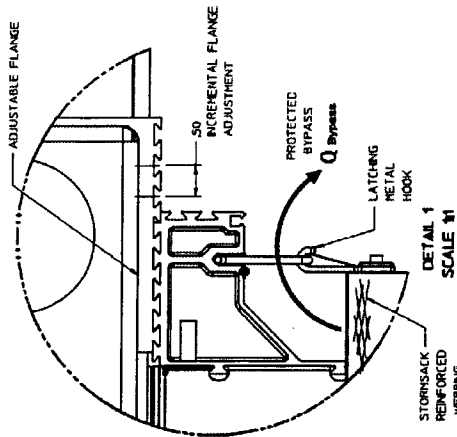
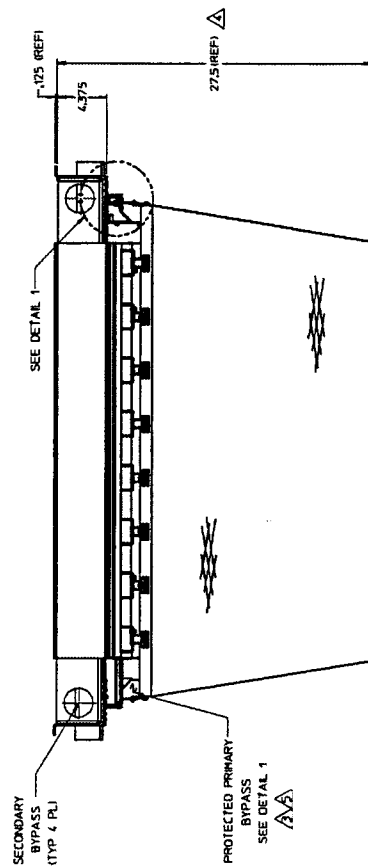
G. Warranty.

1. The equipment, materials, and products furnished under this item shall be guaranteed against defective design, materials, workmanship and operation for a period of one (1) year from the date the equipment is placed into problem free operation. The date of problem free operation will be determined by the Owner's representative. Upon receipt of notice from the Owner of failure of any part of the equipment, material, or product during the guarantee period, the affected item shall be repaired or replaced (if necessary), at the sole cost and expense of the Contractor, and at no additional cost to the County.

THIS DOCUMENT IS THE PROPERTY OF FARGO INDUSTRIES AND IS LOANED TO YOU BY THE EXPRESS FUNCTION THAT IT AND THE INFORMATION CONTAINED IN IT ARE NOT TO BE USED, DISCLOSED, OR REPRODUCED IN ANY MANNER OR FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN CONSENT OF FARGO INDUSTRIES. THIS INFORMATION IS GRANTED TO DISCLOSE ON NO USE ANY INFORMATION CONTAINED

1. WEIGHT (EMPTY) 40 LB MAX

-
- COMBINATION GRATE
CLEAR OPENING DETAIL
- CLEAR OPENING
- REFERENCE VIEW
NOT TO SCALE



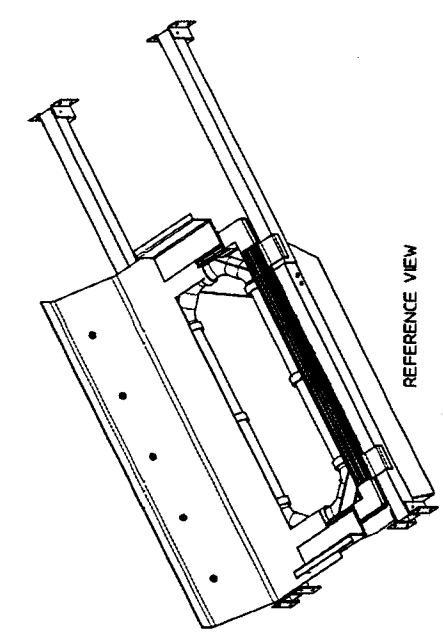
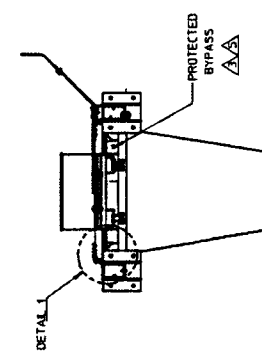
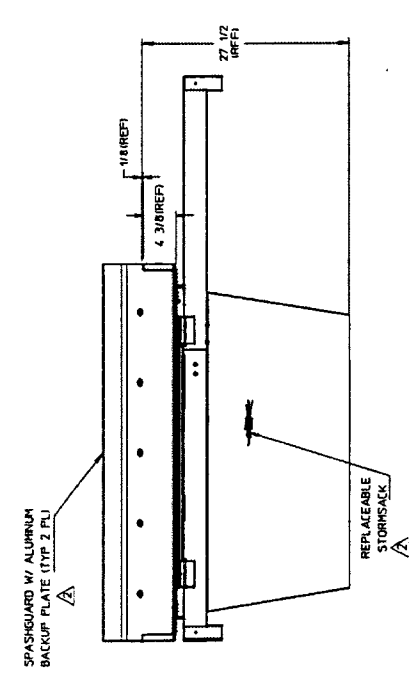
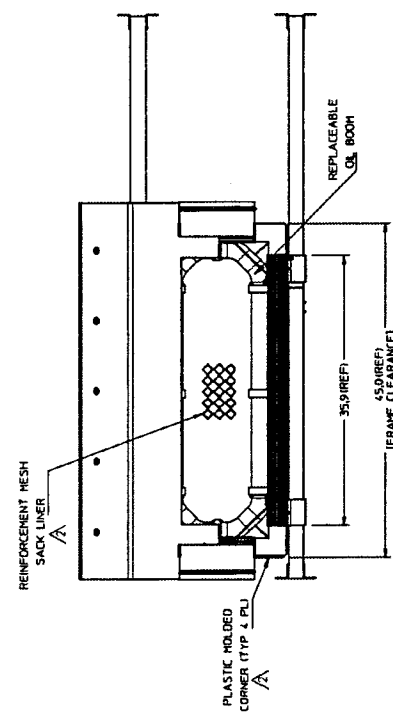
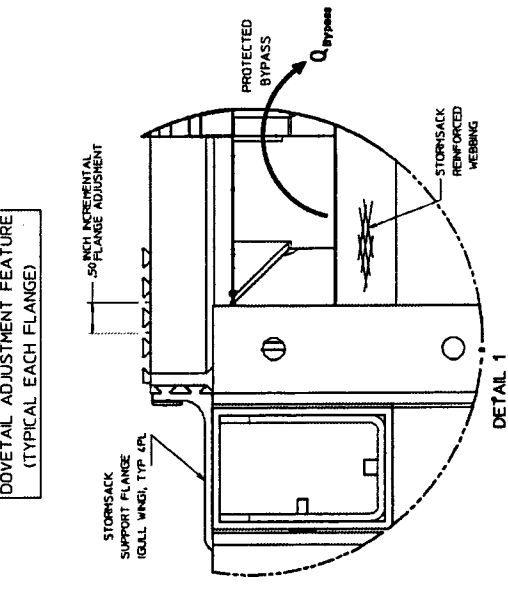
REFERENCE VIEW
NOT TO SCALE

REV	DESCRIPTION	DATE	APPROVED
A	FIRST RELEASE	07/01	

NOTES:

1. WEIGHT (EMPTY) 50 LB MAX.
2. MATERIAL:
 - A) STORMSACK SUPPORT FLANGE AND DEFLECTOR: ALUMINUM ALLOY 6063-T6
 - B) CORNER DEFLECTOR: PLASTIC POLYPROPYLENE POLYETHYLENE COPOLYMER
 - C) GEOTEXTILE SACK: WOVEN POLYPROPYLENE, 20 US STD SEVE SIZE
 - D) SUPPORT PLATE: ALUMINUM ALLOY 5052-H32
 - E) SUPPORT HARDWARE: CRES 300 SERIES OR EQUAL
 - F) OIL BOOM, 3" DIAMETER, POLYPROPYLENE
 - G) MESH LINER: HDPE, DIAMOND PATTERN
3. PERFORMANCE CHARACTERISTICS (TYP):
 - A) DEBRIS CAPACITY: 7.1 CU-FT
 - B) FILTERED FLOW RATE (INITIAL): 3440 GPM (7.7 CFS)
 - C) FILTERED BYPASS FLOW RATE: 1432 GPM (3.1 CFS)
 - D) TOTAL BYPASS FLOW RATE: 1432 GPM (3.1 CFS)
4. COVERED BYPASS PREVENTS RE-SUSPENSION OF FLOATABLES
5. USE WITH FABCO REPLACABLE STORMSACKS ONLY. FABCO P/Ns 9748-1-200. CONTACT FABCO REPRESENTATIVE FOR ALTERNATE STORMSACK SIZES.
6. VISIT FABCO INDUSTRIES WEBSITE FOR COMPLETE INSTALLATION INSTRUCTIONS. WWW.FABCO-INDUSTRIES.COM

DOVETAIL ADJUSTMENT FEATURE
(TYPICAL EACH FLANGE)



FABCO		NASSAU COUNTY, NY	
TYPE-28 STORMSACK		10130-4-000	
FABCO INDUSTRIES, INC.		10130-4-000	
44 CENTRAL AVENUE		FAIRFAX, VA 22033	
WWW.FABCO-INDUSTRIES.COM		SCALE: 1/4" = 1"	
REV	DATE	DESCRIPTION	BY
A	07/01	FIRST RELEASE	

ITEM 771A – Type “A” Catch Basin Insert- Sediment Control Type with pathogen filtration (Combination Inlet)

ITEM 771B – Type “B” Catch Basin Insert- Sediment Control Type with pathogen filtration (Curb Inlet Only)

A. Description.

1. Under each of these items the Contractor shall furnish geotextile technology catch basin inserts to collect and retain sediment and debris prior to entering the storm water system.

B. Submittals.

1. The manufacturer shall develop and furnish a worksheet to be used by the installer(s) to measure and certify the actual condition of the catch basin which will receive the catch basin insert.

C. Delivery, Storage & Handling.

1. All materials shall be protected during loading, transporting, and unloading, in accordance with the manufacturer's recommendations.

D. Materials.

1. The catch basin insert to be used in both the Type A and B installations shall comply with the following specifications:
 - a. Physical Properties:
 - 1) Material:
 - a) Adjustable Flange, Deflector and Treated Media
 - b) Treated Polyether Open-Cell Foam for Bacteria Reduction
 - c) Splash Guard: Neoprene Rubber to redirect water from curb opening to the insert
 - d) Inner woven polypropylene geotextile pre-filter bag, with outer polypropylene pocket to house treated foam.
 - e) Replaceable oil boom
 - f) Protected by-pass to retain re-suspended material
 - g) Lifting Tabs
 - h) Mounting kit and support hardware
 - 2) Performance Characteristics:
 - a) Debris Capacity: 6.0 Cu-Ft
 - b) Filtered Flow Rate: 5.0 cfs
 - c) Bypass Flow Rate: 3.4 cfs

3) Oil Absorbing Boom:

- a) Absorbent Material: 100% polypropylene, non-biodegradable
- b) Hydrophobic Media
- c) Absorption Capacity: 3.0 gal (max)
- d) Dimensions: 3" diameter x 100" long

b. Serviceability:

1) Catch Basin Insert Maintenance

- a) The catch basin inserts shall be serviceable from the street level only; maintenance shall not require "confined space" entry into the catch basin.
- b) The consumables (filters) shall be designed to enable replacement from the street level only; maintenance shall not require "confined space" entry into the catch basin.

E. Method of Measurement.

- 1. The quantity to be paid for under these two items shall be the number of catch basin insert assemblies that are furnished to the County or its Municipalities.

F. Basis of Payment.

- 1. The unit price bid for each item(s) shall include the cost of furnishing one (1) complete catch basin insert assembly which shall consist of all materials including one set of filters and the metal framework to be installed inside the catch basin.

G. Warranty.

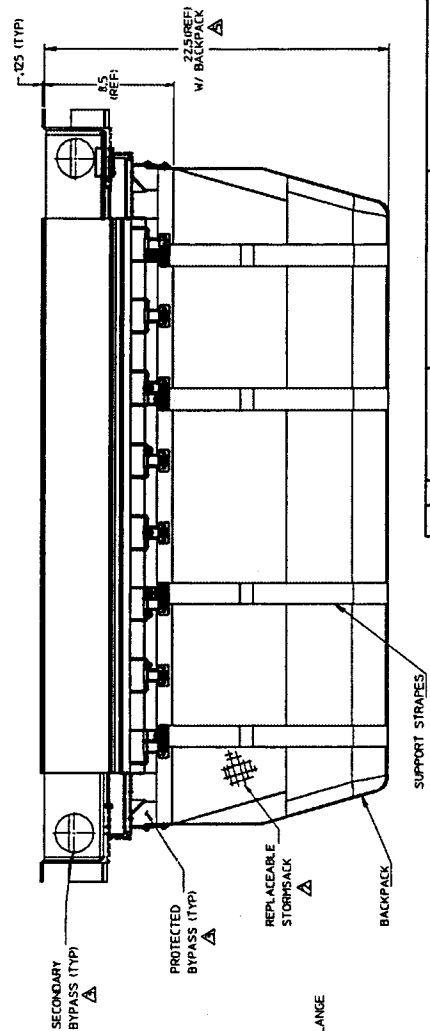
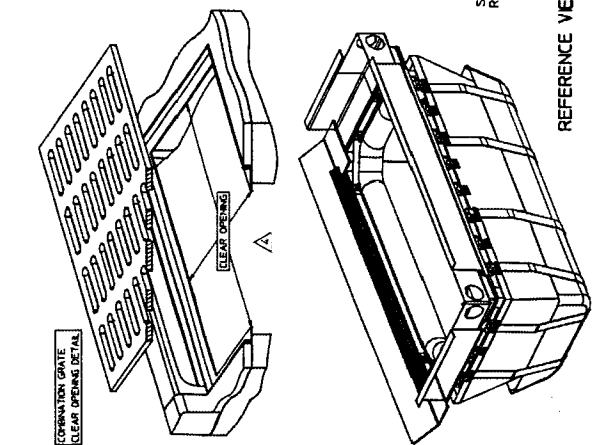
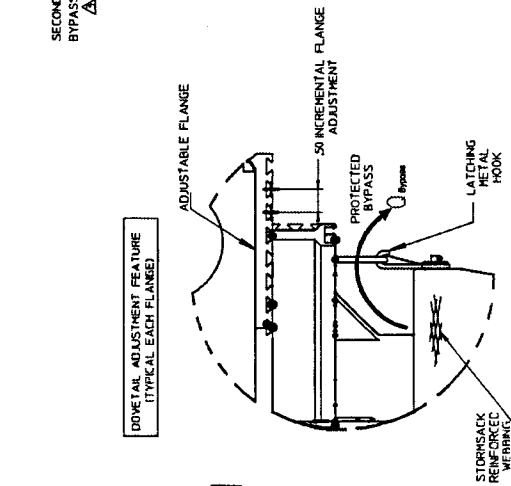
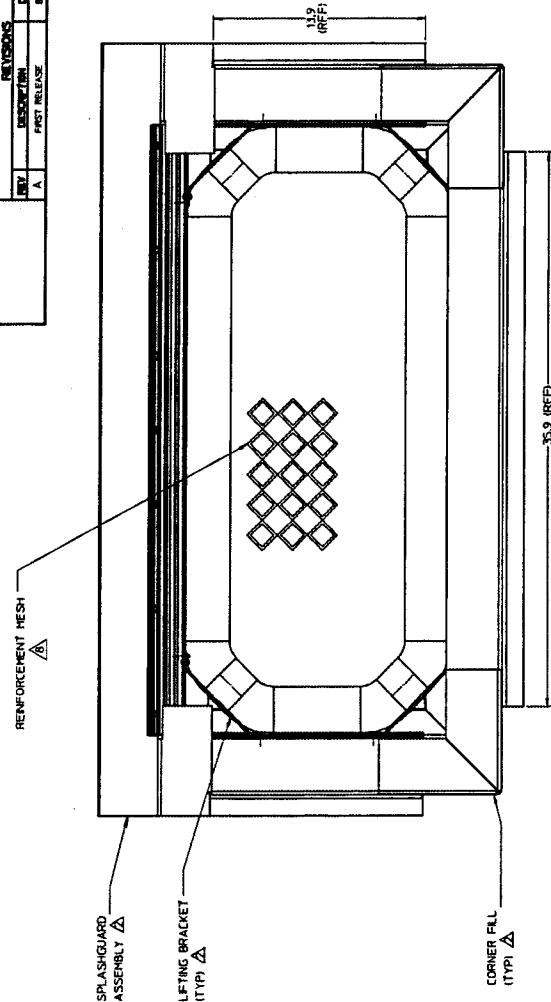
- 1. The equipment, materials, and products furnished under this item shall be guaranteed against defective design, materials, workmanship and operation for a period of one (1) year from the date the equipment is placed into problem free operation. The date of problem free operation will be determined by the Owner's representative. Upon receipt of notice from the Owner of failure of any part of the equipment, material, or product during the guarantee period, the affected item shall be repaired or replaced (if necessary), at the sole cost and expense of the Contractor, and at no additional cost to the County.

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NOTES FOR BACTERIA PACK:

1. WEIGHT: 5-LBS
2. MATERIALS:
 - A) PERMEABLE FABRIC: GEOTEXTILE, 20 US MESH
 - B) NON-PERMEABLE FABRIC: POLYESTER LAMINATED VINYL
 - C) SUPPORT STRAP: WOVEN NYLON
 - D) SPRING CLIPS: CRS W/ ALUMINUM RIVETS
 - E) FABRIC: ANTI-MICROBIAL FOAM; POLYETHER BASE MATERIAL
3. PERFORMANCE CHARACTERISTICS:
 - A) TREATMENT FLOW RATE: 2300 GPM (5.1 CFS)
 - B) BYPASS FLOW RATE: 2000 GPM (4.5 CFS)
4. TYPICAL INSTALLATION

THE BAC-PACK UNIT HAS BEEN DESIGNED TO ADD BACTERIA TREATMENT CAPABILITY TO A TYPICAL FABCO STORMSACK PRODUCT, ESSENTIALLY CREATING A TWO-STAGE FILTERING SYSTEM. WITH THE BACKPACK POSITIONED BENEATH THE STORMSACK, ATTACH EACH METAL SPRING CLIP TO THE STORMSACK FRAME HANGERS AS ILLUSTRATED.



NO.	QTY.	PART NUMBER	DESCRIPTION	REMARKS
1	1	10130-5	MODEL UNIT	
2	1	10130-5	MODEL UNIT	
3	1	10130-5	MODEL UNIT	
4	1	10130-5	MODEL UNIT	
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100	1	10130-5	MODEL UNIT	



NASSAU COUNTY, NY
TYPE 3A BACTERIA PACK

DATE: 10/15/14
DRAWN BY: J. J. J.
CHECKED BY: J. J. J.
IN CHARGE: J. J. J.
SCALE: 1/2" = 1'-0"

SEE NOTES

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