



Certified: --

B-6-26

FILED WITH THE CLERK OF THE NASSAU COUNTY LEGISLATURE FEBRUARY 17, 2026 4:22PM

NIFS ID: S35125-01G

Capital: **X**

Contract ID #: **S35125-01G**

NIFS Entry Date:

DPW Contract Number: **S35125-01G**

Department: Public Works

Service: **Whitney Drain Rehabilitation S35125-01G B06-26**

Term: **Three Hundred Sixty-Five (365) Calendar Days**

Contract Delayed:

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

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

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

Department:
Contact Name: Devin Velasquez
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone: (516) 571-4232
Email: dvelasquez@nassaucountyny.gov, LDionisio@nassaucountyny.gov, Ekobel@nassaucountyny.gov, cpetrucci@nassaucountyny.gov

Contract Summary

Purpose: Construction contract for the rehabilitation of Whitney Creek Drain. The work is necessary to address severe erosion, displaced concrete panels, obstruction of flow including downed trees, and provide improvements to increase the resiliency of Whitney Drain.
Procurement History: The contract was advertised on April 30, 2025. A total of five (5) bids were received on June 3, 2025. The contract was awarded to the lowest responsible bidder. The bid submitted by D.F. Stone Contracting, Ltd. in the amount of \$1,662,046.00 is acceptable as the lowest bid.
Description of General Provisions: Contract Duration is 365 calendar days. Proposed Utilization Plan is MBE 5.1%, WBE 31.5%, SDVOB 6%.
Impact on Funding / Price Analysis: Maximum contract amount is \$1,662,046.00. Funding is available under Capital Project

number 35125.

Change in Contract from Prior Procurement: New Procurement

Method of Source Selection:

- Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: S35125-01G

Advertised On: 04/30/2025

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Publicly Opened On: 06/03/2025

Number of bids received: 5

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
CSW			00	PWCSWCSW	00004	PWCSWCSW 00004 35125 001	01	\$1,662,046.00
TOTAL								\$1,662,046.00

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$1,662,046.00
Other	\$0.00
Total	\$1,662,046.00

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	01/06/2026 10:31AM	Approved
NIFS Final Approval	Loretta Dionisio	01/07/2026 10:54AM	Approved
Final Approval	Loretta Dionisio	01/07/2026 10:54AM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	01/07/2026 10:54AM	Approved
Final Approval	Loretta Dionisio	01/07/2026 10:54AM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	01/07/2026 11:22AM	Approved
Approval as to Form	Julie Silverstein	01/07/2026 07:05PM	Approved
NIFS Approval	Mary Nori	02/02/2026 02:53PM	Approved
Final Approval	Mary Nori	02/02/2026 02:53PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	01/07/2026 11:11AM	Approved
NIFA Approval	Christopher Nolan	01/30/2026 03:42PM	Approved
Final Approval	Christopher Nolan	01/30/2026 03:42PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	02/02/2026 03:17PM	Approved
DCE Compliance Approval	Robert Cleary	02/11/2026 04:22PM	Approved
Vertical DCE Approval	Arthur Walsh	02/17/2026 02:35PM	Approved
Final Approval	Arthur Walsh	02/17/2026 02:35PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	02/17/2026 03:18PM	Approved

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

B06-26

RULES RESOLUTION NO. -2026

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

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 S35121-01G, for WHITNEY DRAIN REHABILITATION – NASSAU COUNTY, NY [“Contract”], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of D.F. STONE CONTRACTING, LTD.

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

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

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be \$ 1,662,046.00, now therefore be it

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

BID BOND

FORM OF BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned D.F. Stone Contracting, Ltd

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

Ten Percent of Amount Bid dollars (\$ 10%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 30th day of May, 2025

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. S35125-01G for the

WHITNEY DRAIN REHABILITATION IN THE TOWN OF NORTH HEMPSTEAD AND IN THE HAMLET OF MANHASSET NASSAU COUNTY, NEW YORK

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

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

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

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

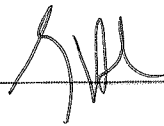
b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability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

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

NO TEXT ON THIS PAGE

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


D.F. Stone Contracting, Ltd
Contractor

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

by _____ (L.S.) Title

by _____ (L.S.) Title

Arch Insurance Company

by  (L.S.) Surety
Title of Officer
Joseph Tarrillo Attorney-In-Fact

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

SS.:
COUNTY OF Suffolk)

On this 2nd day of June, 2025, before me personally came George Heintz to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the President of the DP Stone Contracting, Ltd. the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

ELIZABETH A. NEIS
Notary Public, State of New York
NO. 01NE0015029
Qualified in Suffolk County
Commission Expires 10/27/27
Elizabeth Neis
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

SS.:
COUNTY OF _____)

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

Notary Public

(Acknowledgment by Contractor if an individual.)

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 30th day of May, 2025, before me personally came Joseph Tantillo to me known, who being by me duly sworn, did depose and say that he resides in [REDACTED]

Attorney-In-Fact of the Arch Insurance Company, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Marie Fattoruso 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 Marie Fattoruso.


Notary Public

MARIE FATTORUSO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FA6355998
Qualified in Suffolk County
Commission Expires March 20, 2029

NO TEXT ON THIS PAGE

POWER OF ATTORNEY

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

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Christopher Catera, Joseph Tantillo, Joseph Tantillo III, Marie Fattoruso of [redacted]

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

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

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

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

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 6th day of March, 2023.

Attested and Certified

[Signature of Regan A. Shulman]

Regan A. Shulman, Secretary



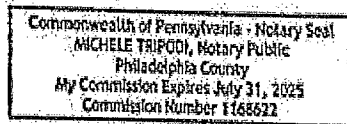
Arch Insurance Company

[Signature of Stephen C. Ruschak]

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

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



[Signature of Michele Tripodi]

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

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated March 6, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 25th day of May 2023

[Signature of Regan A. Shulman]

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



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

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FINANCIAL STATEMENT

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

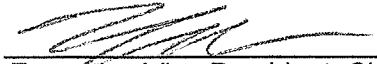
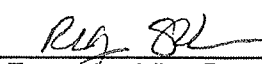
ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2023

Assets

Cash & Cash Equivalents in Banks	\$328,130,777
Bonds owned	6,481,021,338
Stocks	813,423,103
Premiums in course of collection	945,968,974
Accrued interest and other assets	1,398,321,681
Total Assets	\$ 9,966,865,873

Liabilities

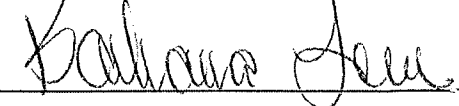
Reserve for losses and adjustment expenses	\$3,580,722,897
Reserve for unearned premiums	1,770,436,315
Ceded reinsurance premiums payable	1,021,006,333
Amounts withheld or retained by company for account of others	165,467,758
Reserve for taxes, expenses and other liabilities	986,839,682
Total Liabilities	\$7,524,472,985
Surplus as regards policyholders	2,442,392,888
Total Surplus and Liabilities	\$9,966,865,873

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

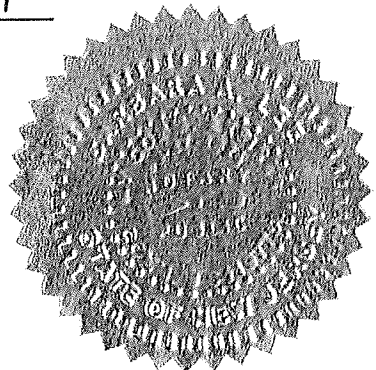
State of New Jersey)
) SS
 County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2023.

Subscribed and sworn to before me, this 7 day of March 2024

Notary Public 

BARBARA A. LEE
Commission # 50107758
Notary Public, State of New Jersey
My Commission Expires
June 27, 2024



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CERTIFICATE OF SOLVENCY

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

**STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES**

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

It is hereby certified that

Arch Insurance Company
of Kansas City, Missouri

a corporation organized under the laws of Missouri and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$2,667,441,941. (Capital \$5,000,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2024, 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 27th
day of March 2025.

Adrienne A. Harris
Superintendent

By

A rectangular box containing a handwritten signature in black ink, which appears to be "Rawle Lewis".

Rawle Lewis
Special Deputy Superintendent

PROPOSAL
To the County of Nassau
WHITNEY DRAIN REHABILITATION

Contract No. S35125-01G

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

Bidder's Address: 1230 Station Rd Medford N.Y. 11765

Telephone: 631.924.7500 Date: 6/3/25

FAX Tele: 631.924.7178 E-Mail: Brian@dfstone1td.com

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

Name of Partners

Residence of Partners

*DF Stone is a Corporation

Organized under the laws of the State of: New York

Name of President: George Heinlein

President's Domicile: [REDACTED]

Name of Vice Pres: Brian Heinlein

Vice Pres's Domicile [REDACTED]

Corporate Officer: William Nolan Title: CFO/Treasurer

Corporate Officer's Domicile [REDACTED]

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

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The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

1. That the above bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.
2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects fair and without collusion or fraud.
3. That said bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.
4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.
5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.
6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.
7. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach, the contractor shall be required to have such a license.

INFORMATION FOR BIDDERS

I. Rejection of Bids.

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

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

B. Rejection of all bids and waiver of informalities.

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

II. Unit Price Contracts, Comparison of Bids.

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

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

III. Lump Sum Contracts, Comparison of Bids.

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

IV. Apprenticeship Training Program

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

Department of Public Works Nassau County, N.Y.
 Bid Sheets for Contract: S35125-01G

Nassau County DPW

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S35125-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
1	1	LS	Clearing and Grubbing	For: Seventy thousand four hundred forty eight Dollars zero cents	\$ 70,448.00	\$ 70,448.00
1M/F	1	LS	Mobilization with Field Office	For: Twenty five thousand four hundred twenty four Dollars zero cents	\$ 25,424.00	\$ 25,424.00
2SS	1		Unclassified Excavation	For: Two hundred ten thousand seven hundred twenty eight Dollars zero cents	\$ 210,728.00	\$ 210,728.00
4B	700	CY	Cement Concrete Breaking (Structures)	For: Twenty nine Dollars zero cents	\$ 29.00	\$ 20,300.00
5C	100	CY	Selected Fill	For: Twenty eight Dollars zero cents	\$ 28.00	\$ 2,800.00
7	14360	SY	Preparing Fine Grade	For: Two dollars zero cents	\$ 2.00	\$ 28,720.00
9	900	CY	Topsoil (Supplied)	For: Sixty eight dollars zero cents	\$ 68.00	\$ 61,200.00
12A-4-15	8	LF	Reinforced Concrete Pipe, Class IV, 15 Inch Diameter	For: One hundred sixty eight Dollars zero cents	\$ 168.00	\$ 1,344.00
12A-4-36	8	LF	Reinforced Concrete Pipe, Class IV, 36 Inch Diameter	For: Three hundred thirty six Dollars zero cents	\$ 336.00	\$ 2,688.00
12B-15	1	EA	Reinforced Concrete Pipe End Sections - 15" Diameter	For: Two thousand sixteen Dollars zero cents	\$ 2,016.00	\$ 2,016.00
12B-36	1	EA	Reinforced Concrete Pipe End Sections - 36" Diameter	For: Six thousand eight hundred four dollars zero cents	\$ 6,804.00	\$ 6,804.00
12DIP-8	16	LF	Ductile Iron Culvert Pipe - 8" Diameter	For: eighty four dollars zero cents	\$ 84.00	\$ 1,344.00
14	4	EA	Connections to Existing Drainage Facilities	For: Eight hundred forty Dollars zero cents	\$ 840.00	\$ 3,360.00
17A	31	CY	Class A Concrete For Structures	For: Nine hundred fifty five Dollars zero cents	\$ 955.00	\$ 29,605.00
17GG	2	CY	Class GG Concrete (Underwater Placement)	For: One thousand nine hundred sixty dollars zero cents	\$ 1,960.00	\$ 3,920.00
18	95	CY	Gravel for Paths	For: One hundred twenty one dollars zero cents	\$ 121.00	\$ 11,495.00
19	1770	CY	Screened Gravel, Loose Measure	For: Ninety nine dollars zero cents	\$ 99.00	\$ 175,230.00
26	30	LF	Concrete Curb	For: Fifty six dollars zero cents	\$ 56.00	\$ 1,680.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
 Bid Sheets for Contract: S35125-01G

Nassau County DPW

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S35125-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
28	685	SF	Cement Concrete Driveways and Driveway Aprons	For: fifteen dollars zero cents	\$15.00	\$10,275.00
33	900	LB	Bar Reinforcement for Structures	For: Twenty one dollars zero cents	\$21.00	\$18,900.00
36D	15	TON	Asphalt Concrete Type 1A (Top & Binder)	For: four hundred dollars zero cents	\$400.00	\$6,000.00
58RPC	110	LF	Saw Cutting Existing Roadway Pavement & Concrete	For: Twelve dollars zero cents	\$12.00	\$1,320.00
91	8	SY	Concrete Block Paving	For: Two hundred fifty dollars zero cents	\$250.00	\$2,000.00
96ACB	2600	SF	Cellular Concrete Mattress	For: Twenty one dollars zero cents	\$21.00	\$54,600.00
96H	460	CY	Stone Filling (Heavy)	For: One hundred thirty five dollars zero cents	\$135.00	\$62,100.00
96M	4870	CY	Stone Filling (Medium)	For: One hundred fifteen dollars zero cents	\$115.00	\$560,050.00
97	84	CY	Grouted Rip-Rap	For: Three hundred fifteen dollars zero cents	\$315.00	\$26,460.00
102	1	LS	Work Zone Traffic Control	For: Twenty thousand one hundred sixty dollars zero cents	\$20,160.00	\$20,160.00
104PC-6	410	LF	Polyolefin Coated Chain Link Fencing 6' High	For: Sixty nine dollars zero cents	\$69.00	\$28,290.00
111	6	SY	Removal and Replacement of Pavements	For: five hundred sixty dollars zero cents	\$560.00	\$3,360.00
117	740	LF	Temporary Fence	For: four dollars zero cents	\$4.00	\$2,960.00
117SC	1	LS	Security Fence with Gate at Construction Entrance	For: Three thousand three hundred sixty dollars zero cents	\$3,360.00	\$3,360.00
121	390	CY	Drybound Base Course	For: Twenty eight dollars zero cents	\$28.00	\$10,920.00
136	1	LS	Survey Stakeout	For: fifty thousand dollars zero cents	\$50,000.00	\$50,000.00
141	4500	LF	Silt Fence	For: six dollars zero cents	\$6.00	\$27,000.00
141A	25	LF	Hay Bales/Straw Bales	For: Twenty one dollars zero cents	\$21.00	\$525.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
 Bid Sheets for Contract: S35125-01G

Nassau County DPW

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
141C	10	EA	Silt Protection for Curb Inlet Drainage Structures	For: Two hundred eighty dollars zero cents	\$ 280.00	\$ 2,800.00
141SS-D	75	SY	Construction Entrance - Temporary	For: Thirty four dollars zero cents	\$ 34.00	\$ 2,550.00
158A	13,150	SF	Geotextile Cloth	For: zero dollars twenty cents	\$ 0.20	\$ 2,630.00
158B-SP	5885	SY	Permanent Turf Reinforcement Mat	For: Eight dollars zero cents	\$ 8.00	\$ 47,080.00
361C-1SS	60	EA	Planting Shrubs	For: Three hundred fourteen dollars zero cents	\$ 314.00	\$ 18,840.00
367-2SS	1.70	ACRE	Hydroseeding Specialized Wetland Mix	For: seven thousand five hundred dollars zero cents	\$ 7,500.00	\$ 12,750.00
420SS	40	LF	Swedged Railing System	For: Two hundred nineteen dollars zero cents	\$ 219.00	\$ 8,760.00
500	50	SF	Concrete Spall and Face Repairs	For: One hundred twenty seven dollars zero cents	\$ 127.00	\$ 6,350.00
501	30	LF	Concrete Face Crack Repairs	For: One hundred twenty dollars zero cents	\$ 120.00	\$ 3,600.00
519	60	CY	Sand Bags In Place	For: One hundred fifty five dollars zero cents	\$ 155.00	\$ 9,300.00
				For:		
				For:		
				For:		

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*Force Bid

Total Bid in Numbers \$ 1,662,046.00

Total Amount in Words One Million Six hundred Sixty two thousand forty six dollars zero cents

S35125-01G

NO TEXT ON THIS PAGE

CONTRACTOR CERTIFICATION STATEMENT REGARDING
STORM WATER POLLUTION AT THE WORK SITE

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

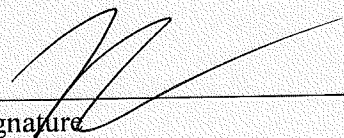
CONTRACTOR'S NAME: D.F. Stone Contracting Ltd.

TELEPHONE NUMBER: 631.924.7500

WORK SITE OR FACILITY NAME: Whitney Creek

WORK SITE OR FACILITY ADDRESS OR
OTHER IDENTIFYING DESCRIPTION: _____

220 Community Dr. Manhasset N.Y. 11030


Signature

6/3/25
Date

Brian Heinlein Vice President
Print Name and Title of Signer

NO TEXT ON THIS PAGE



NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. S35125-01G

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 D.F. Stone Contracting Ltd. 1230 Station Rd Medford NY 11763 Federal ID No.: [REDACTED]	Project Description (Project Title, Facility Name and Address): Whitney Drain Rehabilitation in the Town of North Hempstead and in the hamlet of Manhasset Nassau County, New York Contract No. S35125-01G	Bid Date: 6/3/25	Total Contract Amt: \$1,602,046.00
---	--	---------------------	---------------------------------------

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

Plumbing and Gas Fitting

Steam Heating, Hot Water Heating, Ventilating and AC Apparatus

Electric Wiring and Standard Illuminating Fixtures

NO plumbing, no heat, no electric on project

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

Subcontractor's Name, Address and Federal ID No.	Check (✓) only one.			General Description of Work	Subcontractor's Contract Amt.
	Plumbing and	Steam Heating, Hot Water Heating, Apparatus	Standard Illuminating Fixtures		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a separate, sealed envelope within the bid envelope. Use an 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: Title: Vice President Date: 6/3/25

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	D.F. Stone Contracting Ltd.
Address (street/city/state/zip code):	1230 Station Road Medford N.Y. 11763
Authorized Representative (name/title):	Brian Heinlein, V.P.
Authorized Signature:	
Contract Number:	S35125-01G
Contract/Project Name:	Whitney Drain Rehabilitation
Contract/Project Description:	in the Town of North Hempstead and in the Hamlet of Manhasset Nassau County, N.Y.

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	1,062,046.00		
Total MBE Dollar Amount	85,000.00	MBE Contract Percentage	5.11.
Total WBE Dollar Amount	525,000.00	WBE Contract Percentage	31.51.
Total SDVOB Dollar Amount	100,000.00	SDVOB Contract Percentage	6.01.
Total Combined M/WBE/SDVOB Dollar Amount	710,000.00	Combined M/WBE/SDVOB Contract Percentage	42.61.

NO TEXT ON THIS PAGE

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

Nassau County DPW

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535126-01G

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount (\$) and Award Date	MBE Contract Scheduled Start Date and Completion
Alvear J + D.A. INC Address: 21 Duchy Ln City: Mastic Beach State/Zip Code: NY 11951 Authorized Representative: Jaime Alvear Telephone No. 631-456-6130	Trucking	Amount (\$): 85,000.00 <hr/> Award Date: 2020	Start Date: 2020 <hr/> Completion Date: 2020
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>

NO TEXT ON THIS PAGE

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

Nassau County DPW

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WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount (\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
<p>A+R Materials Address: 3308 NY-112 City: Medford State/Zip Code: NY 11703 Authorized Representative: Bob Bergold Telephone No. 631-438-8340</p>	<p>SUPPLY AND TRUCK STONE</p>	<p>Amount (\$): 495,000.00 Award Date: 2020</p>	<p>Start Date: 2020 Completion Date: 2020</p>
<p>Name: Axela Services Address: 104 Kensington way City: Mount Kisco State/Zip Code: NY 10549 Authorized Representative: Marie Famoso Telephone No. 914-244-0040</p>	<p>SUPPLY fabric and turf Mat</p>	<p>Amount (\$): 30,000.00 Award Date: 2020</p>	<p>Start Date: 2020 Completion Date: 2020</p>
<p>Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.</p>		<p>Amount (\$): Award Date:</p>	<p>Start Date: Completion Date:</p>

S36125-01G

NO TEXT ON THIS PAGE

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

Nassau County DPW

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SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount (\$) and Award Date	SDVOB Contract Scheduled Start Date and Completion
United Global Construction Address: 640 JOHNSON AVE City: Ronemia State/Zip Code: NY 11706 Authorized Representative: Brian Murray Telephone No. 631-885-1124	Furnish and install erosion control + other labor activities	Amount (\$): 100,000.00 Award Date: 2026	Start Date: 2026 Completion Date: 2026
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Brian Heinlein, V.P.

6/3/25

Name and Title of Authorized Representative

m/d/yy


Signature

6/3/25

Date

D.F. Stone Contracting Ltd.

Name of Organization

1230 Station Rd Medford NY 11763

Address of Organization

5010-108-0101 OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

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

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MACBRIDE FAIR EMPLOYMENT PRINCIPLES

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

(1) have business operations in Northern Ireland,

Yes ___ No

if yes:

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

Yes ___ No



(Contractor's Signature)

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

IRAN DIVESTMENT ACT – CERTIFICATION

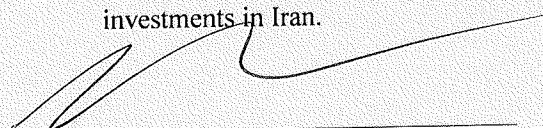
Pursuant to New York State Finance Law § 165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran (“the List”),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

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

The Certification is as follows:

- 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

Brian Heinlein, V.P.

Print Name and Position


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

D.F. Stone Contracting Ltd.

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

Individual's Social Security Number _____

Firm or Corporation's Federal ID Number  _____

Firm or Corporation's Municipal License ID Number _____

Municipal Licensing Agency _____

By: 

Date: 01/3/25

(Print) Drian Heinlein

Title: V.P.

WHERE BIDDER IS A CORPORATION, ADD:

(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? 28

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 28

b. as a Subcontractor _____

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

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

See attached

(use additional blank sheets if additional space is necessary)

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

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

See attached

(use additional blank sheets if additional space is necessary)

5. Have you:

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

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

NO TEXT ON THIS PAGE

DFS Ongoing Projects

<u>Project/ Owner</u>	<u>Contract Amount</u>	<u>Percent Complete</u>	<u>DFS Percent of Work Performed with own forces</u>
SCWA 7835 Grading, Material Placement, Clearing, Exc. Misc. Sitework West Zone		As Needed Basis	100%
SCWA 7841 Furnishing, Installation and Cleanout of Overflow Drain Pits and other Misc work		As Needed Basis	100%
SCWA 7921 Grading, Material Place., Clearing, Exc. Misc. Sitework East		As Needed Basis	100%
SCWA 8104 - Furnishing, Installation and Cleanout of Overflow Drain Pit and other Misc work Lime Pits		As Needed Basis	100%
Town of Brookhaven Requirements Contract # 20210016		As Needed Basis	100%
NCDPW Requirements Contract S2001-06G		As Needed Basis	100%
Village of Babylon Drainage		As Needed Basis	100%
SCWA 8079 - Turf Establishment Work at Various Authority		As Needed Basis	100%
SCWA 8106 - Grading, Material Placement, Clearing, Excavating & Misc Sitework Zone A		As Needed Basis	100%
SCWA 8107 - Removal and Sifting Screening of Mixed Debris at Authority CM Sites		As Needed Basis	100%

DFS Completed Projects

<u>Project/ Owner</u>	<u>Percent Complete</u>	<u>DFS Percent of Work Performed with own forces</u>
SCDPW Town of Brookhaven Rails to Trails	100%	70%
Town of Oyster Bay Massapequa Flood Diversion	100%	75%
Town of Babylon Coastal Outfalls	100%	100%
Town of Brookhaven Requirements Contract 20210016	100%	100%
NYS Office of Parks, Recreation & Historic Preservation Jones	100%	70%
Town of Islip Housing Authority Parking Lot Improvements	100%	85%
SCWA Land Grading	100%	100%
NCDPW Requirements Contract S2001-05G	100%	80%
National Grid Northport Maintenance Dredging	100%	100%
SCWA 7744 Grading, Material Placement, Clearing, Exc. Misc. Sitework East Zone	100%	100%
Town of Brookhaven Hallock Landing Road	100%	75%
Village of Shoreham Drainage Work	100%	100%
Village of Port Jefferson- Recharge Basin	100%	100%
Town of Brookhaven Stormwater & Living Shoreline	100%	95%
Village of Babylon Requirements Contract for Drainage Work	As Needed Basis	100%

References

<u>Owner</u>	<u>Contact Name & Phone Number</u>	
SCDPW	Justin Hipperling	631-852-4010
NCDPW	Gijo Varghese	516-666-2678
Town of Brookhaven	Gregg Kelsey	631-889-4360
SCWA	Shaun Mauldin	631-499-0965
NYS Office of Parks & Rec.	Anthony Labas	631-321-3576
LMJ Management and Construction Inc	Josh Seiden	631-224-8894
Village of Babylon	Jeff Pantajo	631-487-5290
National Grid	Arthur Scott	516-783-2479
Town of Oyster Bay	Chris Prunty	516-210-8916
Village of Shoreham	Kevin Quinn- LK Mclear	631-662-1118

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.

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:

N/A

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

N/A

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.

N/A

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

BITTLE + SONS

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
Brian Heinlein	Vice President	20+	Excavation Dewatering Drainage	Field Super + All Areas

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			- All stored at 1230 Station Rd

(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.

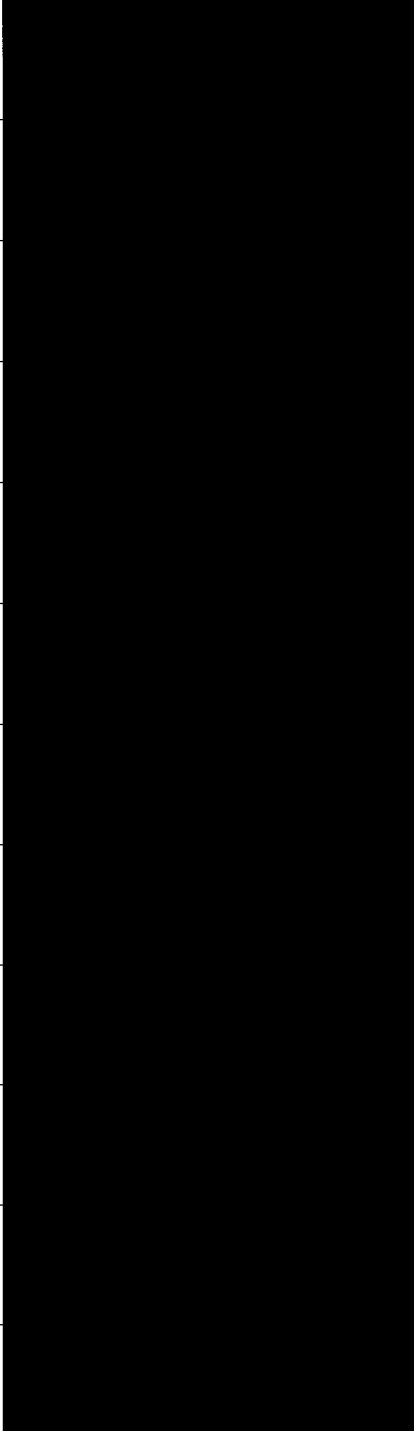
13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

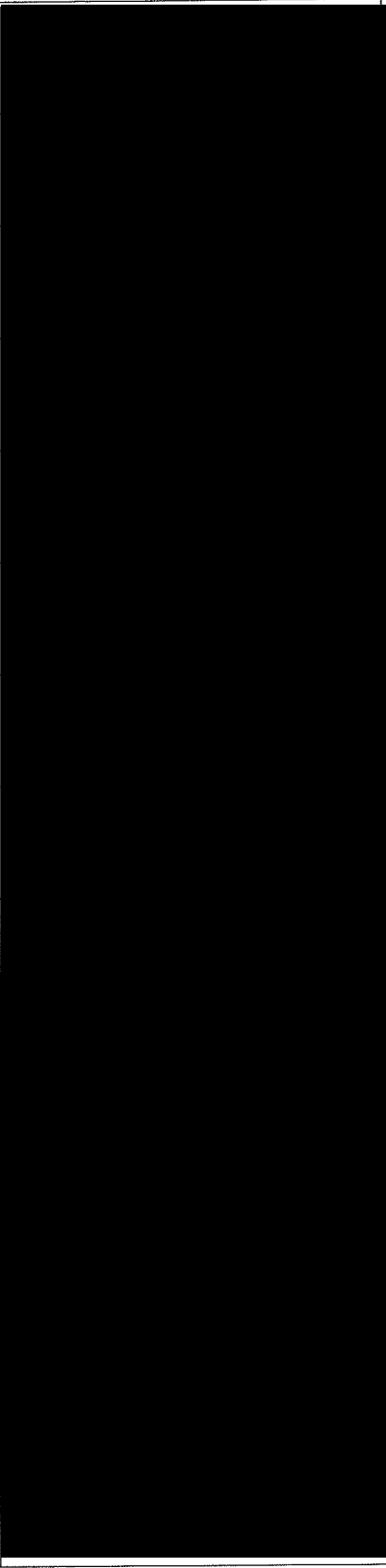
N/A

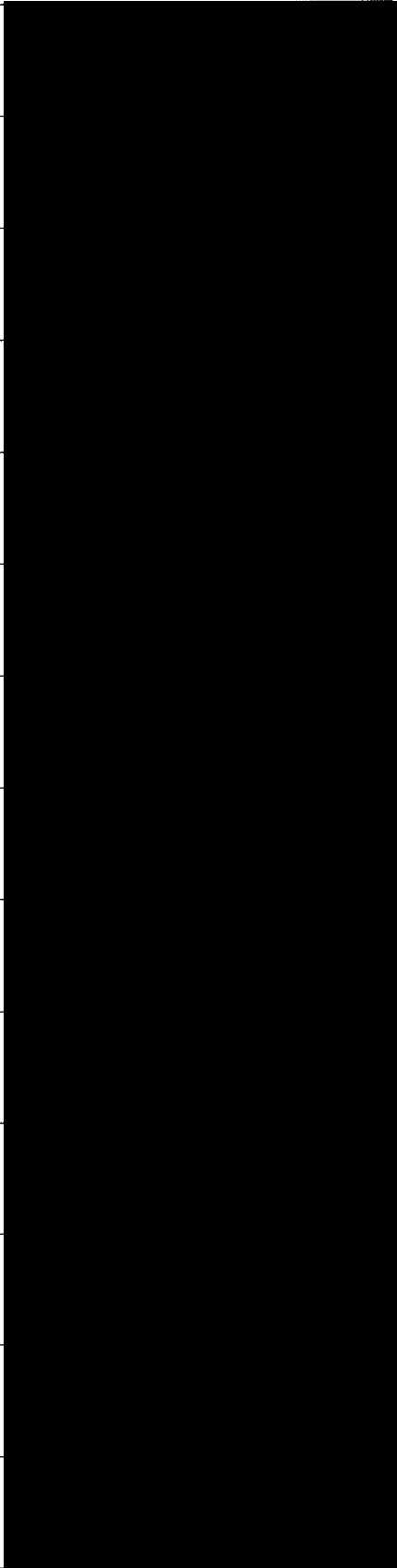
(use additional blank sheets if additional space is necessary)

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D.F. STONE CONTRACTING, LTD EQUIPMENT LIST

NAME	SERIAL NUMBER
430 Center- Pivot	
2014 Komatsu PC360LC-10 Hydraulic Excavator	
2021 Komatsu PC360LC-11 Hydraulic Excavator	
2022 Komatsu PC360LCI-11 iMC Smart Construction Hydraulic Excavator	
2022 Komatsu PC55MR-5 Excavator	
2013 Komatsu PC88MR-8 Hydraulic Excavator	
Komatsu PC138USLC-10 Hydraulic Excavator	
Komatsu PC228USLC-10 Hydraulic Excavator	
Komatsu PC238USLC-11 Hydraulic Excavator	
2019 Caterpillar 315FLCR Hydraulic Excavator	
2019 Komatsu D39PXi-24 "IMC" Crawler Dozer	
Komatsu D51PX-22 Crawler Dozer	

2016 Komatsu D61PX-24 Crawler Dozer	
Komatsu WA480-6MC Wheel Loader (P-3)	
Komatsu WA480-6 Wheel Loader (P-4)	
Komatsu WA480-6 Wheel Loader (P-6)	
Komatsu WA480-6 Wheel Loader (P-5)	
Komatsu WA480-6 Wheel Loader (KC)	
2020 Komatsu WA480-8 Wheel Loader	
2019 Caterpillar 972M Wheel Loader	
2014 Takeuchi TL10CRH	
2014 Takeuchi TL10CR	
2016 Takeuchi TL10CR	
2016 Takeuchi TL10CRR	
2016 Takeuchi TL10CR	
2022 Takeuchi TL12R2-CRR	

Toro Dingo TX420	
Wacker BPU4045A Reversible Plate Tamper	
2015 Ditch Witch FX50 Vacuum Excavator	
2021 Myers-Seth Pumps, Inc. DD-4SHA/T Double Diaphragm Pump (4")	
Metso CV100 Mobile Screener	
Wacker RD880 Roller	
Ingersoll-Rand DA30 Roller	
2005 Komatsu D41P-6C Bulldozer	
2012 Takeuchi TL250R	
2010 Gehl V270 Skid Steer Loader	
Caterpillar Model 252B2	
Weber CR8 Diesel Walk-Behind Compactor	
2000 SD115D Ingersoll-Rand Compactor	
EDCO SS-26-38K Self-propelled concrete/asphalt saw	

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

Thoroughly reviewed spec book, proposal and plans
with all items for this bid.
Performed a field investigation.

(use additional blank sheets if additional space is necessary)

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

1. Site security / Mobilize Field office 2. Erosion control
3. Clearing and grubbing 4. Survey creek alignment 5. Excavate + Demo
Existing creek 6. Export excess material 7. Installation of stone / fabric / fine
grade
8. install New headwalls + connect to existing pipe 9. install topsoil / hydroseed /
landscaping

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.

Brian Heinlein

17. Insurance carried by your firm: - Certificates attached

Type	Company	Limits of Coverage	Term
G.L.	Transportation Ins. Co.	1,000,000 2,000,000	3/15/25 - 3/15/26
Auto	Obsidian Ins. Co.	100,000	11/17/24 - 11/17/25
Ex. Auto	Obsidian Specialty Ins. Co.	900,000	11/17/24 - 11/17/25
Umbrella	Continental Casualty	5,000,000	3/15/25 - 3/15/26
Workers Comp.	Continental Ins. Co.	1,000,000 1,000,000	11/25/24 - 11/25/25
Disability	Shelterpoint Life Ins.	Statutory	1/1/24 - 12/31/25

NO TEXT ON THIS PAGE

Brian Heinlein

QUALIFICATIONS SUMMARY

Dedicated and proactive manager of construction sites, contractors, and crew result in exceptional efficiency. Extensive experience in executing and planning complex, multi-million dollar commercial and government construction projects to achieve time, cost, and quality and safety metrics. Comprehensive knowledge of construction industry standards and best practices spanning safety regulations, OSHA compliance, building codes and government policies and operations.

SKILLS

- Drainage Installation
- MS Office
- Liquid Waste Treatment Installation
- Foreman
- Equipment Operator
- Landscaping

Work Experience

President, D.F. Stone Contracting Ltd, Medford NY

Over 20 years

- Develop and implemented improved procedures and systems for the preparation of initial site inspection reports and detailed scope of work development.
- Visualize, analyze and communicate project scope of work, Coordinate cost/means and methods with owner.
- Examine and inspect field condition and identify problems, inaccuracies, and cost saving measures that arises or that may be encountered
- Site work equipment use include operating excavator

Work Summary

Nassau County Department of Public Works

- Reconstruction and Dewatering of Facilities
- Capital Project to remediate Drainage issues
- Culverts and recharge basin remediation

Suffolk County Department of Public Works

- Drainage reconstruction
- Side walk restoration

Town of Brookhaven

- Drainage restoration
- Sidewalk restoration
- Septic System installation
- Asphalt restoration

Town of Hempstead

- Drainage improvement
- Curb and sidewalk restoration
- Landscaping

Town of Islip

- Phase 1 improvements
- Site clearing/ grading

New York State Department of Transportation

- New York state recharge basin reconditioning 3
- Site clearing



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/11/2025

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

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

PRODUCER Transportation Writers Inc. 201 Moreland Rd Suite 10 Hauppauge NY 11788	CONTACT NAME: Coverages Unlimited	FAX (A/C, No): (631) 425-2477	
	PHONE (A/C, No, Ext): (631) 425-5111	E-MAIL ADDRESS:	
INSURED DF Stone Contracting, Ltd 1230 Station Rd Medford NY 11763	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Transportation Insurance Company		[REDACTED]
	INSURER B: Continental Insurance Co		
	INSURER C: Continental Casualty Company		
	INSURER D: SHELTERPOINT LIFE INS CO		
	INSURER E:		
INSURER F:			

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

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			[REDACTED]	03/15/2025	03/15/2026	EACH OCCURRENCE	\$ 1,000,000.
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000.
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$ 15,000.
	<input checked="" type="checkbox"/> Completed Operations						PERSONAL & ADV INJURY	\$ 1,000,000.
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000.
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000.
OTHER:								\$
	AUTOMOBILE LIABILITY			[REDACTED]			COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			[REDACTED]	03/15/2025	03/15/2026	EACH OCCURRENCE	\$ 5,000,000.
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 5,000,000.
DED RETENTION \$								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			[REDACTED]	11/25/2024	11/25/2025	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000.
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000.
D	Disability			[REDACTED]	01/01/2024	12/31/2025	STATUTORY	

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

CERTIFICATE HOLDER**CANCELLATION**

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/25

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

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

PRODUCER THE TINGO INSURANCE AGENCY INC 3771 NESCONSET HIGHWAY, SUITE 210 SOUTH SETAUKET, NY 11720	CONTACT NAME: JOSEPH C. TINGO	FAX (A/C. No.): (631)619-4289	
	PHONE (A/C. No. Ext): (631)619-4285	E-MAIL ADDRESS: JTINGO@TINGOINS.COM	
INSURED D.F. STONE CONTRACTING LTD 1230 STATION ROAD MEDFORD, NY 11763	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: OBSDIAN INSURANCE COMPANY		[REDACTED]
	INSURER B: OBSDIAN SPECIALTY INSURANCE CO		
	INSURER C:		
	INSURER D:		
	INSURER E:		
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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	[REDACTED]	11/17/24	11/17/25	COMBINED SINGLE LIMIT (Ea accident)	\$ 100,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	EXCESS AUTO LIABILITY (FOLLOW FORM)	Y	Y	[REDACTED]	11/17/24	11/17/25		\$ 900,000

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

As pertains to the insured's operations.

Auto Liability Policy includes blanket Additional Insured, Waiver of Subrogation, and Primary & Non-Contributory wording.

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

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DF Stone Contracting, Ltd.
1230 Station Rd
Medford, New York 11763

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

This Certificate is valid for two (2) years, unless revoked or suspended.

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-I(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

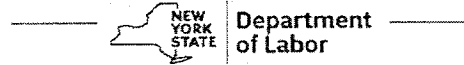
Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-I(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.

Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

DF Stone Contracting, Ltd.

1230 Station Rd

Medford, New York 11763

Phone Number: 6319247500

Registration Number: [REDACTED]

Date of Issue: 2024-12-19

Expiration Date: 2026-12-19

(This license is valid only for the contractor named above)

A handwritten signature in cursive script that reads "Roberta Reardon".

Roberta Reardon
Commissioner
New York State Department of
Labor





Signatory Contractor:

January 8, 2025

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

FEIN: [REDACTED]

Merit Apprenticeship Alliance NYSDOL Sponsor Code 51979

NYSDOL Apprentice Training Program Codes:

- Skilled Craft Laborer #18514, recertified September 15, 2017
- Operating Engineer (Heavy Equipment) #18318, recertified May 17, 2018
- Carpenter: #12037, recertified September 15, 2017
- Ironworker (Outside) #15221, approved October 5, 2017
- Cement Finisher/Cement Mason #11038, approved October 12, 2017

To Whom It May Concern,

Please be advised that the above noted contractor was accepted as a signatory employer effective June 15, 2022, and is in good standing with the Merit Apprenticeship Alliance NYSDOL registered Skilled Construction Laborer, Carpenter, Operating Engineer (heavy equipment), Cement Finisher and Ironworker apprenticeship program agreements.

The Merit Apprenticeship Alliance Skilled Construction Laborer, Carpenter, Operating Engineer (heavy equipment) apprenticeship programs, respectively, are recognized as "Class A Apprenticeship Programs" as each program is currently registered with and approved by the U.S. Department of Labor, and the New York State Department of Labor state apprenticeship agency. PART 601 REGISTRATION OF APPRENTICESHIP PROGRAMS AND AGREEMENTS (Statutory authority: Labor Law, art.23; § 811.1) establishes procedures and standards for the approval and registration of Apprenticeship Programs and agreements. Based on the calculation method defined by the NYSDOL [§ 601.8(b) and (c)] the Alliance graduation (completion) rates, as of August 15, 2023, are 67%, 50% and 69% respectively.

The Merit Apprenticeship Alliance apprenticeship standards were reviewed, approved, and registered in accordance with NYS Labor Law, Art.23; § 811 and the NYS Department of Labor Part 601 regulations per the above noted dates.

Pursuant to USDOL Title 29 CFR Part 29.13 (a) Recognition of State Apprenticeship Agencies, the New York State Apprenticeship Agency (SAA) is currently recognized by the United States Department of Labor (USDOL) and any apprentices registered in occupations officially recognized by the Department are recognized by the USDOL.



Additionally, this will certify that pursuant to N.J.A.C. 12:62-2.1(h)(2), the above noted contractor pays ongoing contributions into an ERISA-covered apprenticeship training program trust fund that is used to fund apprentice benefit plans and direct training costs.”

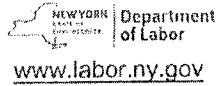
The Merit Apprenticeship Alliance holds all signatories to the standards of the Program Registration Agreements and requires that each signatory commit that they will support the diversified training so as to result in normal advancement of the apprentice; employ craft workers to ensure safe and quality worksite training at all times in full compliance with the apprentice journeymen standard ratios and prevailing wages in the respective state in which the work is performed; and, employ the apprentice in a manner that will not conflict with our approved apprenticeship standards.

Signatory contractors are reviewed annually by the Board of Trustees; only those firms who demonstrate a commitment to our quality standards are renewed.

The Alliance is truly dedicated to our mission to provide Industry leading, registered apprenticeship training programs in full compliance with state and federal regulations.

Authorized by: Penelope M. Hazer
Penelope M. Hazer, President

WE ARE YOUR DOL



Apprentice Training Program Registration Agreement

Revision

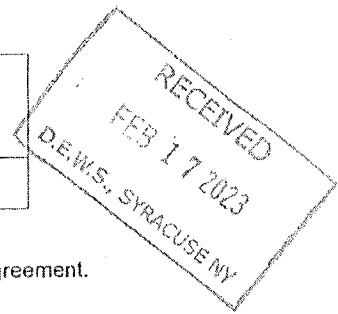
Nature of Change: Wage Revision - increase

State Use Only	
AT Sponsor No.	<u>51979</u>
ATP Code	<u>18-318</u>
Effective Date of AT Program	<u>11/02/2011</u>

- Name of Sponsor: Empire State Merit Apprenticeship Alliance
- Mailing Address: 6320 Fly Rd. Suite 210A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Operating Engineer (Heavy Equipment)
- No. Employees: 5 No. Apprentices: 6 No. Journeyworkers: 829 8. Ratio: 1:1,1:5
- DOT Code: 859.683-010 10. Length of Program: 36 months
- Apprentice Probationary Period: 9 months 12. Work process: Standard or Revised
- Minimum Journeyworker Rate: \$ 22.00 per hour 14. Effective Date of Wages: 1/1/2023

15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/> 1500	H <input checked="" type="checkbox"/> 1500	H <input checked="" type="checkbox"/> 1500	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
18	19	20							

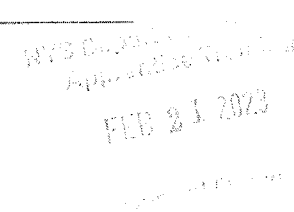


16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. Patricia M Ennis 2-15-23 18. _____
Signature of Official Sponsor Representative Date Signature of Union Representative Date

Patricia M Ennis HR Manager _____
Print Name and Title Print Name, Title, and Union Name

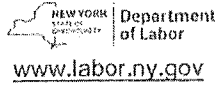
19. _____ 2/23/23
Signature New York State Department of Labor Date



Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
13. The Sponsor agrees to promptly record, maintain and submit to the Department of Labor all records concerning apprenticeship as may be required by the Department of Labor.
14. The Sponsor agrees that all program modifications, revisions or reports will be submitted to the Department of Labor within 30 calendar days of such program change or the report request.
15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.
16. The Sponsor agrees not to subvert the program by hiring workers as helpers, shophands, or other titles and assigning to them work generally performed by apprentices.
17. The Sponsor recognizes that, if it is without an apprentice for a period of twelve months, that the program will be deemed deregistered unless it has been granted Inactive Status or is a program operated by a NYS agency.
18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.

WE ARE YOUR DOL



Apprentice Training Program Registration Agreement

Revision

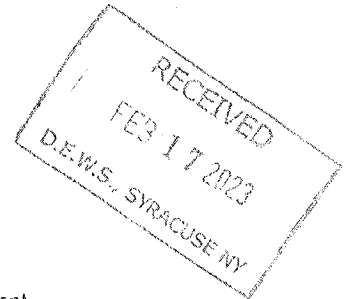
Nature of Change: Wage Revision - increase

State Use Only	
AT Sponsor No.	51979
ATP Code	11-038
Effective Date of AT Program	10/12/2017

- Name of Sponsor: Empire State Merit Apprenticeship Alliance
- Mailing Address: 6320 Fly Rd. Suite 210A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Cement Finisher/Cement Mason
- No. Employees: 5 No. Apprentices: 1 No. Journeyworkers: 146 8. Ratio: 1:1,1:4
- DOT Code: 844.364-010 10. Length of Program: 36 months
- Apprentice Probationary Period: 9 months 12. Work process: Standard or Revised
- Minimum Journeyworker Rate: \$ 22.00 per hour 14. Effective Date of Wages: 1/1/2023

15. Apprentice wage progression for each period – in months (M) or hours (H)

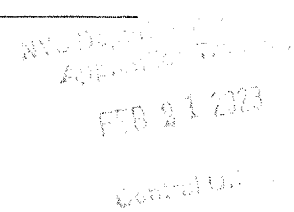
1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
1000	1000	1000	1500						
17	18	19	20						



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. Patricia Mennis 2-15-23 18. _____
Signature of Official Sponsor Representative Date Signature of Union Representative Date
Patricia Mennis HR Manager
Print Name and Title Print Name, Title, and Union Name

19. [Signature] 2/23/23
Signature New York State Department of Labor Date



Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
13. The Sponsor agrees to promptly record, maintain and submit to the Department of Labor all records concerning apprenticeship as may be required by the Department of Labor.
14. The Sponsor agrees that all program modifications, revisions or reports will be submitted to the Department of Labor within 30 calendar days of such program change or the report request.
15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.
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WE ARE YOUR DOL



Apprentice Training Program Registration Agreement

Revision

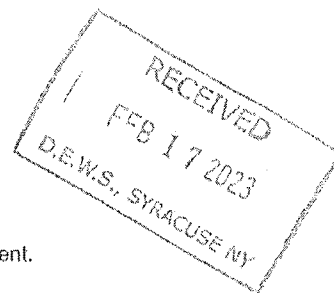
Nature of Change: Wage Revision

State Use Only	
AT Sponsor No.	<u>51979</u>
ATP Code	<u>18-514</u>
Effective Date of AT Program	<u>10/16/2007</u>

- Name of Sponsor: Empire State Merit Apprenticeship Alliance
- Mailing Address: 6320 Fly Rd. Suite 210A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Skilled Construction Craft Laborer
- No. Employees: 5 No. Apprentices: 20 No. Journeyworkers: 1,215 8. Ratio: 1:1,1:3
- DOT Code: 869.463-580 10. Length of Program: 24 months
- Apprentice Probationary Period: 6 months 12. Work process: Standard or Revised
- Minimum Journeyworker Rate: \$ 22.00 per hour 14. Effective Date of Wages: 1/1/2023

15. Apprentice wage progression for each period – in months (M) or hours (H)

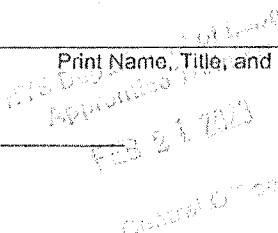
1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
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17	18	19	20						



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

- Patricia M Ennis 2-15-23 18. _____
Signature of Official Sponsor Representative Date Signature of Union Representative Date

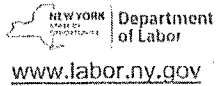
Patricia M Ennis HR Manager _____
Print Name and Title Print Name, Title, and Union Name
- [Signature] _____
Signature New York State Department of Labor _____
Date 2/23/23



Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
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8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
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WE ARE YOUR DOL



Apprentice Training Program Registration Agreement

Revision

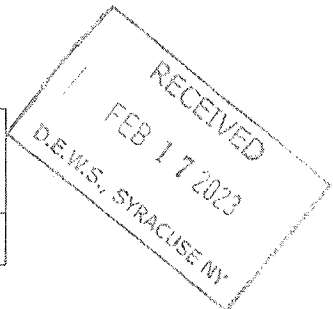
Nature of Change: Wage Revision - increase

State Use Only	
AT Sponsor No.	<u>51979</u>
ATP Code	<u>15-221</u>
Effective Date of AT Program	<u>10/03/2017</u>

- Name of Sponsor: Empire State Merit Apprenticeship Alliance
- Mailing Address: 6320 Fly Rd. Suite 210A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Iron Worker (Outside)
- No. Employees: 5 No. Apprentices: 2 No. Journeyworkers: 241 8. Ratio: 1:1,1:4
- DOT Code: 801.361-014 10. Length of Program: 36 months
- Apprentice Probationary Period: 9 months 12. Work process: Standard or Revised
- Minimum Journeyworker Rate: \$ 22.00 per hour 14. Effective Date of Wages: 1/1/2023

15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
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18	19	20							



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. Patricia McEnnis 2-15-23 18. _____
Signature of Official Sponsor Representative Date Signature of Union Representative Date

Patricia McEnnis HR Manager _____
Print Name, Title, and Union Name

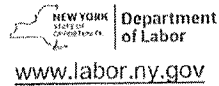
19. _____ 2/23/23
Signature New York State Department of Labor Date

Central Office

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
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8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
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WE ARE YOUR DOL



Apprentice Training Program Registration Agreement

Revision

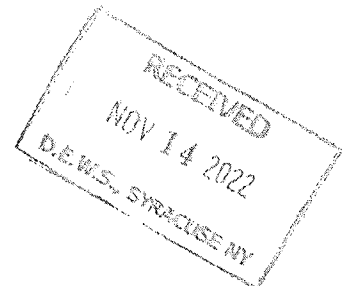
Nature of Change: Patricia Ennis - add to sign docs

State Use Only	
AT Sponsor No.	<u>51979</u>
ATP Code	<u>12-037</u>
Effective Date of AT Program	<u>11/2/2011</u>

- Name of Sponsor: Empire State Merit Apprenticeship Alliance
- Mailing Address: 6320 Fly Rd. Suite 201A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Carpenter
- No. Employees: 5 No. Apprentices: 4 No. Journeyworkers: 447 8. Ratio: 1:1.1:4
- DOT Code: 860.381-022 10. Length of Program: 48 months
- Apprentice Probationary Period: 12 months 12. Work process: Standard or Revised
- Minimum Journeyworker Rate: \$ 20.00 per hour 14. Effective Date of Wages: 12/31/2020

15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
2000	2000	2000	2000						
\$15.00	\$17.00	\$18.00	\$19.00						



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. Patricia M Ennis 11-8-22 18. _____
 Signature of Official Sponsor Representative Date Signature of Union Representative Date
Patricia M. Ennis XX
 Print Name and Title Print Name, Title, and Union Name

19. [Signature] 11/23/20
 Signature New York State Department of Labor Date

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
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19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.

WE ARE YOUR DOL



Department
of Labor

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

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that

James P De Grace

HAS SERVED AN APPRENTICESHIP

IN THE OCCUPATION OF: Skilled Construction Craft Laborer

IN THE EMPLOY OF: Empire State Merit Apprenticeship Alliance, Inc

UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR

AND IS A QUALIFIED: Skilled Construction Craft Laborer

GIVEN AT ALBANY, NEW YORK, ON: Thursday, October 24, 2024



A handwritten signature in cursive script, reading "Roberta Reardon".

Roberta Reardon
Commissioner of Labor
Kathy C. Hochul, Governor

WE ARE YOUR DOL



Department
of Labor

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

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that

LucyBeth Resende

HAS SERVED AN APPRENTICESHIP

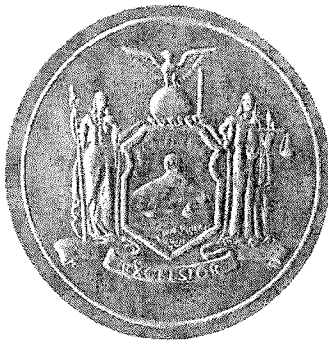
IN THE OCCUPATION OF: Carpenter

IN THE EMPLOY OF: Empire State Merit Apprenticeship Alliance, Inc

UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR

AND IS A QUALIFIED: Carpenter

GIVEN AT ALBANY, NEW YORK, ON: Friday, December 8, 2023



A handwritten signature in cursive script, reading "Roberta Reardon".

Roberta Reardon
Commissioner of Labor
Kathy C. Hochul, Governor

WE ARE YOUR DOL



Department
of Labor

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

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that

Tim F Deos

HAS SERVED AN APPRENTICESHIP

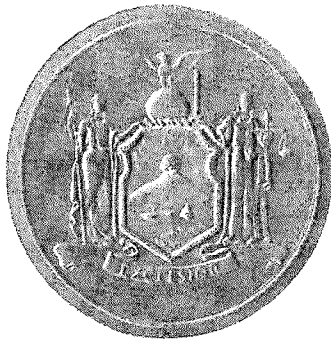
IN THE OCCUPATION OF: Optg. Engineer (Heavy Equipment)

IN THE EMPLOY OF: Empire State Merit Apprenticeship Alliance, Inc

UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR

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

GIVEN AT ALBANY, NEW YORK, ON: Thursday, October 24, 2024



A handwritten signature in cursive script, reading "Roberta Reardon".

Roberta Reardon
Commissioner of Labor
Kathy C. Hochul, Governor

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

Brian Heinlein Being duly sworn, deposes and says:
That he resides at [redacted] Street,
in the City of [redacted] that he is the vice president of
D.F. Stone Contracting Ltd.
the corporation described in and which executed the foregoing
instrument; that he knows the seal of said corporation; that the seal
affixed to 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 3rd day of June, 2025.

[Signature]
Notary

MICHAEL STEPHEN ARDINI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AR6220996
Qualified in Suffolk County Form
Commission Expires April 26, 2026

Form of Affidavit where Bidder is a firm)

_____ 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

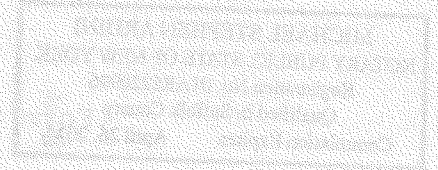
(Form of Affidavit where Bidder is an individual)

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

NO TEXT ON THIS PAGE



BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE



MICHAEL KWASCHYN, P.E.
ACTING COMMISSIONER


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

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: D.F. Stone Contracting Ltd.
Contract Title: Whitney Drain Rehabilitation
Contract Number: S35125-01G

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.

Brian Heinlein
Print Name 

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

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APPENDIX X

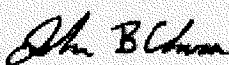

BRUCE A. BLAKEMAN

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

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[The following text is extremely faint and illegible due to low contrast and scan quality. It appears to be the main body of the code of ethics, detailing various provisions and regulations.]



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,



Vendor Code of Ethics

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



Vendor Code of Ethics

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



Vendor Code of Ethics

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.: 535125-01G

Project Description: Whitney Drain Renov

The prospective lower tier participant _____ (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to DF Stone Con. LLC [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 3rd day of JUNE, 2025.

By [Signature] Signature of Authorized Official
Brian Heinlein v.p. Name and Title of Authorized Official



Vendor Code of Ethics

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: D.F. Stone Contracting, Ltd.

Bid/Proposal No.: S35125-01G

I, Brian Heinlein, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on _____ and that I understand it and will comply with this Code in my participation in procurements between D.F. Stone Com. Ltd. (Vendor name) and Nassau County.

Executed this 3rd day of JUNE, 2025

By _____ Signature of Employee

Brian Heinlein, V.P. Name and Title of Employee

BRUCE A BLAKEMAN
NASSAU COUNTY EXECUTIVE



MICHAEL KWASCHYN, P.E.
COMMISSIONER

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

May 23, 2025

RE: Whitney Drain Rehabilitation

CONTRACT NUMBER: S35125-01G

ADDENDUM No. 1

To all prospective Bidders:

Prospective Bidders are hereby informed the Contract for the above noted project is amended as follows:

A. As a result of the questions submitted by Respondents, the following responses to all questions are being provided as follows:

Q1: Can you please provide the existing grades? On the grading plan it has the final grades, but the existing grades are not there.

A1: The existing grades are located on the grading plan.

Q2: For the clearing and grubbing on the contract, can you please specify the limits? Does this only include the trees and vegetation within the channel? Or does this include the vegetation around both the haul roads as well?

A2: Clearing and grubbing shall include debris/tree trimming within the channel, along haul road, and within the grading limit line.

Q3: Does the site have a DEC Wetlands Permit and/or is it classified by DEC as a Freshwater Wetland?

A3: The site does not have a DEC Wetlands Permit and is not classified by DEC as a Freshwater Wetland. The project is, however, covered under the SPDES General Permit for Stormwater Discharges from Construction Activity General Permit No. GP-0-25-001. The Contractor must abide by the requirements within GP-0-25-001.

Q4: Stone Deliveries will occur in trailers, the site did not appear to be easily accessible, will there be a stockpile area available? If so, please clarify where it is.

A4: The staging areas may be utilized to stockpile stone deliveries located at approximately stations 18+00 and 21+00 as shown on Drawing Number ES-2.

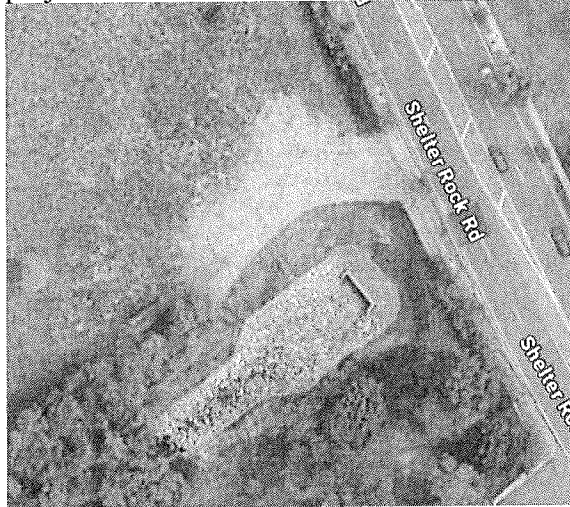
Q5: How much Modification or additional material is allowed to be added to create a haul road through the middle-wooded area?

A5: See Temporary Haul Road Detail on Drawing ED-1, Sheet 27 of 32.

Q6: In the walkthrough, it was said that the existing concrete can be broken down and left in the trench. Can you please clarify how small the concrete must be broken down to?

A6: As per Note 3 on the Typical Section Sheets, the Contractor may use broken concrete material, no larger than 1'x1'x1', in embankment areas as approved by the Engineer.

Q7: Using the image below, is this dirt path the main access point for trucks on this project?



A7: Yes, the dirt path in the above image is the main access point for trucks on this project. Other access points may be utilized as approved by the County and Greentree Foundation.

Q8: I have another question regarding bid item 9 – Topsoil (Supplied). Does this item include the furnishing and installing of the topsoil on this project? If this does not include furnishing, when will the topsoil be delivered to the site?

A8: Yes, item 9 – Topsoil (Supplied) includes the furnishing and installing of the topsoil.

Q9: The bridges that allow crossing over the stream, are we able to drive over that with trucks and machines?

A9: The Contractor shall not drive machinery and trucks over the existing bridges. Construction access shall be as shown on the Erosion and Sediment Control Plans.

Q10: Is there going to be pre and post survey in order to quantify all items for appropriate payment? If not how will the items be quantified for payment?

A10: No, a pre and post survey will not be performed to quantify all items for payment. Payment shall be made based on the individual basis of payments in each Items respective specification. However, once all stone for Items 19, 96H and 96M has been placed in accordance with the contract documents, A NYS Licensed Land Surveyor shall perform a detailed final as-built survey depicting the entire channel. The final as-built survey shall be submitted in ACAD Civil 3D Format Version 2025

and PDF format. The PDF survey shall be signed and sealed by a NYS Licensed Land Surveyor. The cost of this survey shall be included under the unit price bid for Item 136.

The final as-built survey shall be the final basis for determining the channel geometry. The maximum vertical payment limits (depth of stone) for Items 19, 96H and 96M shall be as shown on the typical sections.

Q11: In past jobs we have encountered an issue with clearing and grubbing during certain times of the year due to Northern Long Eared Bat hibernation season. Will this be an issue for this project as there is a lot of clearing to be done.

A11: While there is no tree clearing restriction that we are aware of, the tree clearing should occur during the Northern Long Eared Bat hibernation season when bats are living underground. That time frame is November 1st through March 31st throughout most of New York.

Q12: What is the location of the ductile iron pipe?

A12: There is an existing ductile iron pipe at approximately station 16+50 that shall be removed and reset. See General Plan & Profile-3 for additional information.

B. All other terms and conditions of this portion of the Contract shall remain un-amended.

END ADDENDUM #1

NOTICE OF AWARD

NO TEXT ON THIS PAGE

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: December 3, 2025

SUBJECT: Contract No: S35125-01G
Whitney Drain Rehabilitation
D. F. Stone Contracting, Ltd.
Responsibility Determination Memo

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 contracts.

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 employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

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

1. Financial and Organizational Capacity
The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.
2. Legal Authority
Vendor is not debarred. Vendor possesses requisite licenses.
3. Integrity
Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.
4. Past Performance
Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.



December 3, 2025

SUBJECT: Contract No: S35125-01G
Whitney Drain Rehabilitation
D. F. Stone Contracting, Ltd.
Responsibility Determination Memo

Nassau County Procurement Policy Requirements

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

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

The following is quoted from Appendix E:

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

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

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

December 3, 2025

SUBJECT: Contract No: S35125-01G
Whitney Drain Rehabilitation
D. F. Stone Contracting, Ltd.
Responsibility Determination Memo

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 NYS PSC Notice Violations

Vendor has paid a fine of [REDACTED] to the New York State Public Service Commission for failing to call the one-call notification system prior to excavating and damaged a gas service line. The PSC noted that this was Vendor's only offense in a twelve month period; given the nature of the excavation work that the Vendor performs on a daily basis this offense is an outlier. Vendor reports an affiliate was issued, and paid, a tax warrant with a penalty of [REDACTED]. The Department is satisfied with the safety measures implemented by the Vendor and has concluded that the Vendor is a responsible vendor for the performance of the scope of work in Contract S35125-01G.



Jane Houdek
Attorney for DPW

JH:jd



Nassau County Interim Finance Authority

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

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

2. Amount requiring NIFA approval: \$1,662,046.00

Amount to be encumbered: \$1,662,046.00

Slip Type: New

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

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

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

3. Contract Term: to Three Hundred Sixty-Five (365) Calendar Days

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other
Federal %	0	
State %	0	
County %	100	

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

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

Construction contract for the rehabilitation of Whitney Creek Drain. The work is necessary to address severe erosion, displaced concrete panels, obstruction of flow including downed trees, and provide improvements to increase the resiliency of Whitney Drain.

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

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

AUTHORIZATION

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

CNOLAN

01/30/2026

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.

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, George Heinlein 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: DF Stone Contracting Ltd

Vendor's Address: 1230 Station Road Medford NY US 11763

Vendor's EIN or TIN: ██████████

Forms Submitted: _____

Political Campaign Contribution Disclosure Form: 11/24/2025 12:52:52 pm

Lobbyist Registration and Disclosure Form: 11/24/2025 11:39:07 am

Business History Form certified: 11/24/2025 12:36:25 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 09/15/2025 02:24:50 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name William Nolan [WNOLAN@HCVLTD.COM]

Date Certified 12/18/2025 02:46:11 pm

Principal Name Brian Heinlein [BRIANMHEINLEIN@GMAIL.COM]

Date Certified 12/18/2025 02:41:34 pm

Principal Name George Heinlein [GHEINLEIN@HCVLTD.COM]

Date Certified 12/18/2025 02:38:04 pm

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

I 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.”

George Heinlein GHEINLEIN@HCVLTD.COM

Name

President

Title

DF Stone Contracting Ltd.

Name of Submitting Entity

12/18/2025 02:48:51 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: 07/11/2025

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

2) Address of Place of Business: 1230 STATION RD

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

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

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

Phone: (631) 366-3333

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

4) Dun and Bradstreet number: [REDACTED]

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

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

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

Welcome Funding (William Nolan entity/Former Accountant/no ownership in DF Stone/Outside advisor)
Atlantic Transport Service (William Thomas Deceased 2019)
Orca Capital LLC (partner in entity run by others)
Heinlein INV LLC (Owned by trust- No ownership be DF Stone or George Heinlein)
Heinlein Venture Capital LLC (Interest type investments by George Heinlein)

NF Development LLC. (Inactive- no income or assets)
 Blue Sea Transport of Medford Inc. No longer active. Tax Warrants have been paid
 Summit Hill Trucking Corp (active but George Heinlein is not involved)
 WH Debt LLC (is a company that was set up but never used)
 WH Equity Group LLC (No ownership by George Heinlein or DF Stone Contracting Ltd.)
 Paragon Industries LLC - OUT OF BUSINESS OVER A DECADE- NO ASSETS / NO REVENUE
 GHTW Logistics LLC - INITIALLY SET UP FOR EQUIPMENT PURCHASE- DEAL FELL THROUGH -NO ASSETS/ NO REVENUE
 GHVA Construction Services Ltd. RENTAL TENANT FOR TREE BUSINESS
 Paramount Industries LLC RENTAL PROPERTY OWNED BY MARQUEE 99%
 HNW Riverhead JV LLC SET UP FOR LAND LEASE-NO ACTIVITY-NO ASSETS/NO REVENUES
 Pine Hill JV LLC LAND INVESTMENT -NO ACTIVITY
 All Island Materials Corp. NEW ENTITY 10-1-25
 16651 NE 18 Ave LLC SOLD PROPERTY OVER 10 YEARS AGO NO ASSETS /NO REVENUE
 Marquee Management & Construction Services OWNED BY TRUSTS NOT GH OR Df stone
 *****All entities do not pay rent they just share the same mailing address as Vendor*****

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:

Welcome Funding - 0%
 Atlantic Transport Service 1%
 Orca Capital LLC 50%
 Heinlein INV LLC 0%
 Heinlein Venture Capital 50%
 NF Development LLC. 1%
 Blue Sea Transport of Medford Inc. 1%
 Summit Hill Trucking Corp 1%
 WH Debt LLC 1%
 WH Equity Group LLC 0%
 Paragon Industries LLC - 1%
 GHTW Logistics LLC - 1%
 GHVA Construction Services Ltd. 50%
 Paramount Industries LLC 1%
 HNW Riverhead JV LLC 5%
 Pine Hill JV LLC LAND INVESTMENT 50%
 All Island Materials Corp. NEW ENTITY 10-1-25 50%
 16651 NE 18 Ave LLC 1%
 Marquee Management & Construction Services 0%

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.

The New York State Public Service Commission issued a [REDACTED] penalty for a violation of Public Service Law Section 119-b (8) and 16 NYCRR Part 753. This penalty was paid by D.F. Stone Contracting, Ltd. on April 25, 2022 (check [REDACTED]). Summit Hill Trucking was issued Tax Warrants with a [REDACTED] penalty. This was Paid by Bittle & Sons Inc. on August 22, 2023 (Confirmation # [REDACTED])

3 File(s) uploaded: 08222023.pdf, U64871M9X115967_05012023_094804_023345.pdf, U64871M9X115967_05012023_174949_023392.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.

taken.

[Empty text box]

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

[Empty text box]

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

[Empty text box]

17 Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

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

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

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

YES [] NO [X]

Is the proposer an individual?

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

- i) Date of formation;

01/30/1997

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

George Heinlein - President

[Redacted address information]

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

George Heinlein - President

[Redacted]

Brian Heinlein - Vice President

[Redacted]

William Nolan - Treasurer

[Redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

25

vi) Annual revenue of firm;

[Redacted]

vii) Summary of relevant accomplishments

Contracts with a multitude of municipalities in the New York Area

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

B. Indicate number of years in business.

28

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

We have had contracts with you in the past

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

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

Company	Town of Huntington - Division of Purchasing		
Contact Person	Lori Finger		

Address 100 Main St
City Huntington State/Province/Territory NY
Country US
Telephone (631) 351-3177
Fax #
E-Mail Address purchasing@huntingtonNY.gov

Company SCWA
Contact Person Ray Meyer
Address 4060 Sunrise Highway
City NY State/Province/Territory NY
Country US
Telephone (516) 250-2867
Fax #
E-Mail Address ray.meyer@scwa.com

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

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

CERTIFICATION

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

Name of submitting business: DF Stone Contracting Ltd

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

President

Title

11/24/2025 12:36:25 pm

Date

D.F. STONE CONTRACTING, LTD.
1230 Station Road
Medford, NY 11763
(631) 924-7500 Fax (631) 924-7178

May 1, 2023

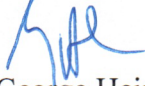
County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Re: State of New York Public Service Commission – Case # [REDACTED]

To Whom It May Concern:

The above-referenced case regarding a violation of Public Service Law Section 119-b (8) and 16 NYCRR Part 753 – Protection of Underground Facilities – was resolved on April 25, 2022. D.F. Stone was issued a maximum civil penalty of [REDACTED] which was paid to the State of New York via D.F. Stone Contracting, Ltd. check [REDACTED] on April 25, 2022.

Sincerely,



George Heinlein
President

Department of
Taxation and Finance

Make a Payment

Taxpayer ID: [REDACTED]

Taxpayer name: **SUMMIT HILL TRUCKING CORP.**

Transaction Confirmation

The New York State Tax Department received your transaction as of the date below. This confirms only that we received your payment information. It may take several days to be reflected in the Tax Department account. If you didn't pay the amount due in full or the bank is unable to process this payment, the taxpayer may incur additional penalty and interest.

- Select **Print** to print this confirmation page for your records.

Confirmation

Confirmation number:

[REDACTED]

Transaction date/time:

08/22/2023 01:38PM

Collection case payment

Document ID:

[REDACTED]

Payment period:

Multiple

Amount due (\$):

[REDACTED]

Payment amount (\$):

[REDACTED]

STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

At a session of the Public Service
Commission held in the City of
Albany on January 20, 2022

COMMISSIONERS PRESENT:

Rory M. Christian, Chair
Diane X. Burman
James S. Alesi
Tracey A. Edwards
John B. Howard
David J. Valesky
John B. Maggiore

CASE [REDACTED] - In the Matter of an Enforcement Proceeding
Against DF Stone Contracting, LTD. for Alleged
Violations of 16 NYCRR Part 753 - Protection of
Underground Facilities, in the Service Territory
of KeySpan Gas East Corporation d/b/a National
Grid.

ORDER DETERMINING PENALTY AND DIRECTING PAYMENT

(Issued and Effective January 27, 2022)

BY THE COMMISSION:

BACKGROUND

On May 27, 2020, while excavating to install drainage
lines, at 53 Araca Road, Babylon, NY, DF Stone Contracting, LTD.¹
(Respondent) damaged a 2-inch Aldayl natural gas main.

New York has implemented a program to protect
underground utility infrastructure, which includes regulations
in 16 NYCRR Part 753. Sixteen NYCRR §753-3.8 states:

After verifying the location of an underground
facility, the excavator shall not employ powered or
mechanical excavating equipment closer than four

¹ DF Stone Contracting, LTD., 1230 Station Road, Medford, NY
11763.

CASE [REDACTED]

inches in any direction from the staked, marked or otherwise designated or known outside diameter or perimeter of such facility or its protective coating unless agreed to in writing by the operator of the affected underground facility.

Department of Public Service Staff (Staff) conducted an investigation of the incident and found evidence that on May 27, 2020, the Respondent, failed to maintain four inches clearance between powered equipment and a buried facility. The Respondent damaged a 2-inch Aldayl natural gas main.

As a result, on June 24, 2020, Staff issued a Notice of Probable Violation (NOPV) to the Respondent via United States Postal Service First-Class Mail. In a letter dated July 20, 2020, and during an informal conference on March 10, 2021, the Respondent admitted that it struck and damaged the gas main while excavating using powered equipment. Staff offered to resolve this matter with a reduced penalty provided the Respondent completed training with New York 811. The Respondent failed to respond to that offer.

LEGAL AUTHORITY

Under General Business Law §765(1)(a), entities that fail to comply with the requirements of 16 NYCRR Part 753 are subject to a civil penalty of up to \$2,500 for the first offense and an additional civil penalty of up to \$10,000 for each succeeding violation that occurs within a 12-month period. Consistent with Public Service Law §119-b(8) in determining the civil penalty amount in this case, the Commission shall consider the nature, circumstances, and gravity of the violation, history of prior violations, effect on public health, safety, or welfare, and other considerations as necessary.

Determination

The Commission finds that DF Stone Contracting, LTD. committed a violation of 16 NYCRR §753-3.8. In assessing a penalty, the Commission takes notice of the following considerations. By failing to comply with the requirements of 16 NYCRR §753-3.8, DF Stone Contracting, LTD. needlessly and carelessly created a significant risk to public safety. Thus, the gravity of this violation is substantial. The penalty assessed seeks to sanction DF Stone Contracting, LTD. and deter others from similar conduct in the future.

In addition, the Respondent has no history of prior violations that occurred within the preceding 12-month period. Therefore, the statutory maximum civil penalty allowable for this offense is [REDACTED]. Here, the Respondent engaged in activity that resulted in damage to a natural gas pipeline that caused the release of gas, and disruption of service, thus creating a threat to public safety, health, and welfare; in consideration of the nature, circumstances, and gravity of the violation, the Commission determines a penalty of [REDACTED] is appropriate for this violation.

In reaching this determination, the Commission relied on evidence collected which includes a one-call notification system ticket search by Staff, Staff's investigative report, Statements made by the Respondent to Staff, a damage investigation report provided by the operator to Staff, and photographs in the record.

The Commission also strongly encourages the Respondent to contact New York 811 (516-491-9444) to request a training session covering the use of the one-call notification system and Part 753 requirements. The principals of the company, any employees involved in excavation work, and any support staff

CASE [REDACTED]

that might be involved in making notifications to the one-call center, would benefit from such training.

The Commission orders:

1. A penalty of [REDACTED] is determined against DF Stone Contracting, LTD. pursuant to Public Service Law §119-b(8).

2. DF Stone Contracting, LTD. is directed to remit, by certified check payable to the "Department of Public Service," the sum of [REDACTED] in payment of the penalty determined. The [REDACTED] sum is subject to State Finance Law §18 and shall be deposited into the underground facilities safety training account. The check shall be addressed to:

Mr. Curtis Funk
Director of Finance and Budget
Department of Public Service
Three Empire State Plaza
16th Floor
Albany, N.Y. 12223-1350

3. If the check is not received within 30 days after issuance of this Order, Department of Public Service Staff is authorized to refer the case to the New York State Department of Law with a request that an action to collect the determined penalty be brought in a court of competent jurisdiction.

4. The proceeding is continued, pending compliance with Ordering Clause 2, following which it should be closed.

By the Commission,

(SIGNED)

MICHELLE L. PHILLIPS
Secretary

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
HIGHTSTOWN NY 00501

DATE OF THIS NOTICE: 02-06-97
NUMBER OF THIS NOTICE: CP 575 G
EMPLOYER IDENTIFICATION NUMBER: [REDACTED]
FORM: SS-4 (TELE-TIN)

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

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

OR WRITE TO THE ADDRESS
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

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

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

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

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

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

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

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

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

FILING RECEIPT

ENTITY NAME : DE STONE CONTRACTING, LTD.

DOCUMENT TYPE : INCORPORATION (DOM. BUSINESS)

COUNTY: RUSH

SERVICE COMPANY : GERALD WEINBERG

SERVICE CODE : 43

FILED: 01/29/1997 DURATION: PERPETUAL CASH #: [REDACTED] FILM #: 9701290000

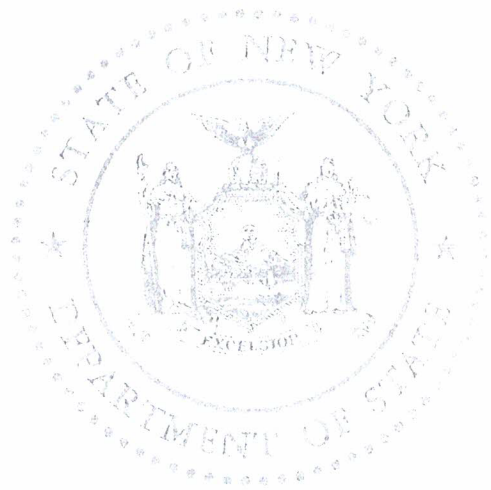
ADDRESS FOR PURPOSE

EXPIRY DATE

4E CORPORATION
48 WEST MAIN STREET
41 TINTOWN, NY 11787

01/29/1997

REGISTERED AGENT



STOCK : 200 NY

FILER
JAY L. YACKOW, ESQ.
98 CUTTER MILL ROAD
GREY NECK, NY 11021

FEES		160.00	PAYMENTS	
FILING	1	125.00	CASH	1
TAX	1	10.00	CHEK	0
CERT	1	0.00	BILLED	0
CHPTER	1	0.00		
HANDLING		25.00		

RECEIVED



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

10112093530300-AT00



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

New York State Department of Taxation and Finance
Certificate of Authority

Identification number



(Use this number on all returns and correspondence)



VALIDATED

11/1/2010

**Dept of Tax
 and Finance**

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

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

Nontransferable

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

The certificate may not be photocopied or reproduced.



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?

[REDACTED]

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

Dated: 11/24/2025 12:52:52 pm

Vendor: DF Stone Contracting Ltd

Title: President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Brian HEINLEIN
Date of birth: [REDACTED]
Home address: [REDACTED]

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

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

Other present address(es): 1230 Station Rd
City: Medford State/Province/Territory: NY Zip/Postal Code: 11763
Country: US
Telephone: 6319247500

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>01/29/2005</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.

[Redacted]

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.

[Redacted]

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.

[Redacted]

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.

[Redacted]

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.

[Redacted]

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.

[Redacted]

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.)

[Redacted]

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

[Redacted]

- 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, , 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, , 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.

DF Stone Contracting Ltd.

Name of submitting business

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

Brian Heinlein BRIANMHEINLEIN@GMAIL.COM

Vice President

Title

12/18/2025 02:41:34 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: GEORGE HEINLEIN
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

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

Other present address(es): 1230 Station Rd
City: Medford State/Province/Territory: NY Zip/Postal Code: 11763
Country: US
Telephone: 6319247500

List of other addresses and telephone numbers attached

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

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

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

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.

[Redacted]

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

TOWN OF BROOKHAVEN - (Bittle & Sons Inc.)

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.
[Redacted]
 - 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.
[Redacted]
 - 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, , 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, , 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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DF Stone Contracting Ltd

Name of submitting business

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

George Heinlein GHEINLEIN@HCVLTD.COM

President

Title

12/18/2025 02:38:04 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.

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

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

Other present address(es): 1230 Station Rd
City: Medford State/Province/Territory: NY Zip/Postal Code: 11763
Country: US
Telephone: 6319247500

List of other addresses and telephone numbers attached

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

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

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

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

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

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

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

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

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

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

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

- b. Is there any misdemeanor charge pending against you?
YES NO 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, William Nolan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

DF Stone Contracting Ltd

Name of submitting business

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

William Nolan WNOLAN@HCVLTD.COM

Treasurer

Title

12/18/2025 02:46:11 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: D F Stone Contracting, LTD.

Address: 1230 Station Rd

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

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):

2 File(s) uploaded: CCF02252020_0007.pdf, Consultant Form for Nassau County.pdf

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

If none, explain.

GEORGE HEINLEIN [REDACTED]

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

Bittle & Sons, Inc. is affiliated with D.F. Stone Contracting, Ltd. by common ownership of George Heinlein. However, Bittle & Sons, Inc. will not be performing under this or any other Nassau County Contract.
Welcome Funding (William Nolan entity/Former Accountant/no ownership in DF Stone/Outside advisor)
Atlantic Transport Service (William Thomas Deceased 2019)
Orca Capital LLC (partner in entity run by others)
Heinlein INV LLC (Owned by trust- No ownership be DF Stone or George Heinlein)
Heinlein Venture Capital LLC (Interest type investments by George Heinlein)
NF Development LLC. (Inactive- no income or assets)
Blue Sea Transport of Medford Inc. (active but George Heinlein is not involved)

Summit Hill Trucking Corp (active but George Heinlein is not involved)
WH Debt LLC (is a company that was set up but never used)
WH Equity Group LLC (No ownership by George Heinlein or DF Stone Contracting Ltd.)
****All entities share the same address as Vendor

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

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

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

None

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

None

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

None

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

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

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

Dated: 09/15/2025 02:24:50 pm

Title: President

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

George Heinlein



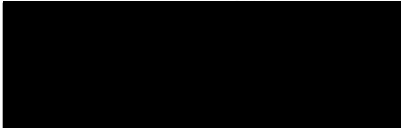
George Heinlein – President



Brian Heinlein - Vice President



William Nolan - Treasurer



Bid Opening: 6/3/2025**Engineer:** Devin Velasques **Phone:** (516) 571-4232

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
D. F. Stone Contracting, LTD.	1230 Station Road Medford, NY 11763	Arch Insurance Company	10% of Bid Amount	\$1,662,046.00	\$0.00
Pioneer Landscaping & Asphalt Paving	168 Townline Road Kings Park, NY 11754	Philadelphia Indeminty Insuranc	10% of Bid Amount	\$2,306,078.00	\$0.00
H & L Contracting, LLC	140 Adams Ave Suite B14 Hauppauge, NY 11788	Arch Insurance Company	10% of Bid Amount	\$2,929,292.00	\$0.00
Galvin Bros., Inc.	149 Steamboat Road Great Neck, NY 11024	Liberty Mutual Insurance Comp	10% of Bid Amount	\$3,660,722.80	\$0.00
Pratt Brothers, Inc.	333 Marcus Blvd Hauppauge, NY 11788	Philadelphia Indemnity Insuranc	10% of Bid Amount	\$4,997,761.00	\$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

LKMA *L. K. McLean Associates Engineering & Surveying, D.P.C.*

❖ 437 South Country Road • Brookhaven • New York • 11719
❖ 25 Newbridge Road • Suite 212 • Hicksville • New York • 11801

(631) 286-8668 • FAX (631) 286-6314
<https://www.lkma.com>

ROBERT A STEELE, P.E., PRESIDENT and CEO
JAMES L. DeKONING, P.E., VICE PRESIDENT
CHRISTOPHER F. DWYER, VICE PRESIDENT
KEITH J. MASSERIA, P.E., VICE PRESIDENT
MATTHEW JEDLICKA, LEED AP, PRINCIPAL
TAMARA STILLMAN, P.L.S., PRINCIPAL-DIRECTOR OF SURVEY
CHRISTINE L. BELSON, MBA, SHRM-SCP, PRINCIPAL-CONTROLLER

Associates

STEVEN W. EISENBERG, P.E.
ANDREW B. SPEISER
VINCENT CORRADO, P.E.
KEVIN J. PETERMAN, P.E.
KARA M. O'NEILL, GISP, MBA

*** TRANSMITTED VIA EMAIL ***

June 10, 2025

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Attn: Michael Kwaschyn, Acting Commissioner of Public Works,
MKwaschyn@nassaucountyny.gov

**Re: Whitney Drain Rehabilitation
Letter Recommending Award to D.F. Stone Contracting, LTD
Contract #S35125-01G - LKMA No. 21141.000**

Dear Mr. Kwaschyn:

Bids were received and opened by Nassau County Department of Public Works on June 3, 2025 at 10:30 AM. Five (5) bids were received and opened. The results were as follows:

<u>Contractor</u>	<u>Bid Received</u>
D.F. Stone Contracting, Ltd	\$1,662,046.00
Pioneer Landscaping + Asphalt Paving, Inc.	\$2,306,078.00
H + L Contracting, LLC	\$2,929,292.00
Galvin Bros, Inc.	\$3,660,722.80
Pratt Brothers, Inc.	\$4,997,761.00



Bid Analysis of Low Bidder

In general, the low bidder's unit prices appear to be reasonable in comparison with the Engineer's Estimate, with the exception of the following major and minor items:

Major Items (>\$50,000 Bid Price & Differs More Than 25% from Engineer's Estimate)

- A. The low bidder's unit price of \$70,448.00/LS for Item 1 – Clearing and Grubbing is 276.16% lower than the Engineer's unit price of \$265,000.00/LS. However, the low bidder's unit price is in line with the 2nd place bidder's unit price of \$72,000.00/LS. This is a lump sum item that has no possibility of increasing in quantity.
- B. The low bidder's unit price of \$210,728.00/LS for Item 2SS – Unclassified Excavation is 32.87% lower than the Engineer's unit price of \$280,000.00/LS. However, the low bidder's unit price is in line with the 4th place bidder's unit price of \$205,000.00/LS. This is a lump sum item that has no possibility of increasing in quantity.
- C. The low bidder's unit price of \$21.00/SF for Item 96ACB – Cellular Concrete Mattress is 85.71% lower than the Engineer's unit price of \$39.00/SF. However, this price is in line with the second low bidder's unit price of \$23.50/SF. Bid quantities have been verified.
- D. The low bidder's unit price of \$135.00/CY for Item 96H – Stone Filling (Heavy) is 85.19% lower than the Engineer's unit price of \$250.00/CY. However, the low bidder's unit price is in line with the 2nd place bidder's price of \$166.00/CY. Bid quantities have been verified.
- E. The low bidder's unit price of \$115.00/CY for Item 96M – Stone Filling (Medium) is 117.39% lower than the Engineer's unit price of \$250.00/CY. The low bidder's unit price is the lowest of all bids received. The low bidder's unit price is in line with the 2nd and 3rd place bidder's unit prices of \$133.00/CY and \$160.00/CY, respectively. This indicates their price is reasonable. Bid quantities have been verified.

Minor Items (<\$50,000 Bid Price & Differs More Than 100% from Engineer's Estimate)

- A. The low bidder's unit price of \$25,424.00/LS for Item 1M/F – Mobilization with Field Office is 375.93% lower than the Engineer's unit price of \$121,000/LS. The low bidder's unit price is significantly lower than the next lowest by \$89,576, while the average for the rest of the bidders falls around \$150,000. This indicates that the low bidder's unit price may be low. This is a lump sum item that has no possibility of increasing in quantity.
- B. The low bidder's unit price of \$29.00/CY for Item 4B – Cement Concrete Breaking (Structures) is 762.07% lower than the Engineer's unit price of \$250.00/CY. The low bidder's unit price is in line with the 2nd and 3rd place bidder's unit prices of \$35.00/CY and \$23.00/CY, respectively. We believe the engineer's estimate price is high. Bid quantities have been verified.
- C. The low bidder's unit price of \$28.00/CY for Item 5C – Selected Fill is 114.29% lower than the Engineer's unit price of \$60.00/CY. The low bidder's unit price is the lowest of



all bid prices received which range from \$49.00/CY to \$210.00/SF having an average bid price of \$109.40/CY. This indicates that the low bidder's unit price may be low. Bid quantities have been verified.

- D. The low bidder's unit price of \$2.00/SY for Item 7 – Preparing Fine Grade is 307.50% lower than the Engineer's unit price of \$8.15/SY. The low bidder's unit price is comparable to the 2nd and 3rd place bidder's unit prices of \$3.10/SY and \$1.50/SY, respectively. The average bid price based on all bids received is \$3.62/SY. This indicates that the low bidder's unit price is reasonable. Bid quantities have been verified.
- E. The low bidder's unit price of \$84.00/LF for Item 12DIP-8 – Ductile Iron Culvert Pipe – 8" Diameter is 435.71% lower than the Engineer's unit price of \$450.00/LF. The low bidder's unit price is significantly lower than the next lowest by \$243.00/LF, while the bids range from \$243.00/LF to \$560.00/LF. This indicates that the low bidder's unit price may be low. Bid quantities have been verified.
- F. The low bidder's unit price of \$955.00/CY for Item 17A – Class A Concrete for Structures is 109.42% lower than the Engineer's unit price of \$2,000.00/CY. The four other bids received range from \$2,030.00/CY to \$3,500.00/CY. The low bidder's unit price is significantly lower than the average unit price of \$2,276.60/CY. This indicates that the low bidder's unit price may be low. Bid quantities have been verified.
- G. The low bidder's unit price of \$1,960.00/CY for Item 17GG – Class GG Concrete (Underwater Placement) is 155.10% lower than the Engineer's unit price of \$5,000.00/CY. The low bidder's unit price is significantly lower than the next lowest by \$3,800/CY. The average of all the bids received is \$5,212.80/CY. This indicates that the low bidder's unit price may be low. Bid quantities have been verified.
- H. The low bidder's unit price of \$21.00/LB for Item 33 – Bar Reinforcement for Structures is 200.00% higher than the Engineer's unit price of \$7.00/LB. The low bidder's unit price is significantly higher than all other bids received, which range from \$3.00/LB to \$4.75/LB. This indicates that the low bidder's unit price may be high. Bid quantities have been verified.
- I. The low bidder's unit price of \$400.00/TON for Item 36D – Asphalt Concrete Type 1A (Top & Binder) is 100.00% lower than the Engineer's unit price of \$800.00/TON. The low bidder's unit price is in line with the 2nd and 4th place bidder's unit prices of \$500.00/TON and \$298.00/TON respectively, indicating their price is reasonable. Bid quantities have been verified.
- J. The low bidder's unit price of \$20,160.00/LS for Item 102 – Work Zone Traffic Control is 349.40% lower than the Engineer's unit price of \$90,600.00/LS. However, the low bidder's unit price is in line with the fourth place bidder's unit price of \$25,000/LS. These prices are likely low since this is not a highly trafficked area requiring exclusive WZTC. This is a lump sum item that has no possibility of increasing in quantity.

- K. The low bidder's unit price of \$4.00/LF for Item 117 – Temporary Fence is 275.00% lower than the Engineer's unit price of \$15.00/LF. However, the low bidder's unit price is comparable to the 2nd place bidder's unit price of \$5.75/LF, while it is much lower than the other bids received which range from \$17.00/LF to \$40.00/LF. This indicates that the low bidder's unit price may be low. Bid quantities have been verified.
- L. The low bidder's unit price of \$3,360.00/LS for Item 117SC – Security Fence with Gate is 525.00% lower than the Engineer's unit price of \$21,000.00/LS. However, the low bidder's unit price is the lowest of all bids received and is in line with the 3rd and 4th place bidders unit costs of \$5,900.00/LS and \$5,572.00/LS respectively. This is a lump sum item that has no possibility of increasing in quantity.
- M. The low bidder's unit price of \$28.00/CY for Item 121 – Drybound Base Course is 185.71% lower than the Engineer's unit price of \$80.00/CY. The unit price is significantly lower than all other bids received which range from \$87.00/CY to \$495.00/CY. The average unit price of all bids received is \$173.60/CY. This indicates that the low bidder's unit price may be low. Bid quantities have been verified.
- N. The low bidder's unit price of \$34.00/SY for Item 141SS-D – Construction Entrance Temporary is 161.76% lower than the Engineer's unit price of \$89.00/SY. The low bidder's unit price is in line with the 2nd, 3rd and 4th place bidder's unit price of \$51.00/SY, \$45.00/SY and \$28.00/SY, respectively. This indicates that the low bidder's unit price is reasonable. Bid quantities have been verified.
- O. The low bidder's unit price of \$0.20/SY for Item 158A – Geotextile Cloth is 1,500.00% lower than the Engineer's unit price of \$3.20/SY. The low bidder's unit price is significantly lower than the next lowest bid, 4th place bidder, of \$1.00/SY. The remaining three bids vary from \$5.00/SY to \$5.20/SY. This indicates that the low bidder's unit price may be low. Bid quantities have been verified.
- P. The low bidder's unit price of \$314.00/EA for Item 361C-1SS – Planting Shrubs is 151.20% higher than the Engineer's unit price of \$125.00/EA. However, the low bidder's unit price is in line with the fourth place bidder's unit price of \$236.00/EA. Bid quantities have been verified.
- Q. The low bidder's unit price of \$127.00/SF for Item 500 – Concrete Spall and Face Repairs is 104.72% lower than the Engineer's unit price of \$260.00/SF. The low bidder's unit price is in line with the 2nd place bidder's price of \$183.00/EA. The low bidder's unit price is significantly lower than the average unit price of \$430.00/SF. This indicates that the low bidder's unit price may be low. Bid quantities have been verified.
- R. The low bidder's unit price of \$120.00/LF for Item 501 – Concrete Face Crack Repairs is 191.67% lower than the Engineer's unit price of \$350.00/SF. However, the low bidder's unit price is in line with the 4th place bidder's price of \$90.00/LF. Bid quantities have been verified.



Bidder Responsibility and Qualifications

The following checks were performed on the low bidder for bidder responsibility:

- The low bidder is not on the General Services Administration list of debarred, suspended or excluded firms ineligible for Federal Aid.
- The low bidder is not on the Department of Labor list of firms debarred for willful violations of the Labor Law.
- The Department of State database was checked to ensure that the corporation has the proper authority to conduct business in New York State.
- The website for the Office of Safety and Health Administration for safety violations was checked and the low bidder has no violations.

The apparent low bidder D.F. Stone Contracting, Ltd with a base bid of \$1,662,046.00 is \$1,628,668.00 (49%) lower than the engineer's estimate of \$3,290,714.00. Upon review of the above referenced information, the contractor's past experience, LKMA's correspondence with D.F. Stone's provided references, and LKMA's experience with the contractor, our office finds D.F. Stone Contracting, Ltd qualified and acceptable to be the contractor for the Whitney Drain Rehabilitation.

Due to the discrepancy between the low bidder and the remaining bidder's unit costs for items 5C, 12DIP-8, 17A, 17GG, 121, 158A, and 501 it is recommended to confirm with the contractor that they are comfortable with their unit prices bid for each of these items.

It is our understanding that D.F. Stone Contracting, Ltd has provided the required Bid Bond made payable to the County. Additionally, it is our understanding that Nassau County will complete a review to determine whether or not D.F. Stone Contracting, Ltd is in compliance with the required apprenticeship training program for this project.

Attached please find a summary of the bids (Construction Bid Breakdown). If there are any questions regarding this bid analysis letter, please do not hesitate to contact this office.

Very truly yours,
L.K. McLean Associates, D.P.C.

Keith J. Masseria, P.E.
Vice President

Enc.: Bid Analysis

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

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

RFQ RFP RFBC In-House or Requirements Work Order

Project Title: Whitney Drain Rehabilitation

Department: Public Works Project Manager: Jerry Ennis Date: March 18, 2024

Service Requested: Construction services for the rehabilitation of Whitney Creek Drain.

Justification: This work is necessary to address severe erosion, displaced concrete panels, failure of concrete panels, obstructions to flow including downed trees, and provide improvements to increase the resiliency of Whitney Drain.

Requested by: Public Works Department/Agency/Office

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

Total Project Cost: \$4,860,000.00 Date Start Work: March 2025 Duration: 12 months
Includes, design, construction and CM Phase being requested Phase being requested

Capital Funding Approval: YES NO Vivian Hoscayne 3/20/24
SIGNATURE DATE

Funding Allocation (Capital Project): _____
See Attached Sheet if multiyear

NIFS Entered: _____ AIM Entered: Deanna Junk 3/25/24
SIGNATURE DATE SIGNATURE DATE

Funding Code: 35125-001 Timesheet Code: 24-0070
use this on all encumbrances 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]
SIGNATURE

DCE/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 _____

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Devin Velasquez, Civil Engineer III

FROM: Office of the Commissioner

DATE: March 19, 2024

SUBJECT: CSEA Sub-Contracting Approval
C24-0070 Contract Number: 35125
Whitney Drain Rehabilitation

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C24-0070**.

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



for Roseann D'Alleva
Deputy Commissioner

RD:jd

c: Kenneth G. Arnold, Commissioner
Thomas M. George, Deputy Commissioner
Sean McBride, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

C24-0070

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

FROM: Department of Public Works

DATE: March 19, 2024

SUBJECT: CSEA Notification of a Proposed DPW Contract
Whitney Drain Rehabilitation
Proposed Contract Number: 35125

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

1. The Department of Public Works plans to recommend a contract for Construction Services for the rehabilitation of Whitney Drain.
2. The scope of work involves rehabilitating Whitney Drain between Community Drive and Shelter Rock Road in Manhasset to address severe erosion, displacement of concrete panels, failure of concrete panels, concrete spalling and obstructions to flow including downed trees that have occurred within the drain. Installation of a temporary road, soil fill, stone, rip rap, turf reinforcement mats, drainage pipes, maintenance access ramps, fence, handrails, and erosion control devices are included. Reconstruction and repairs of the following structures: concrete sluiceways, concrete headwalls and foundations, concrete aprons, and concrete chute. The drain shall be graded, and topographic elevations shall be taken to ensure positive drainage. The construction start date is anticipated to be March 2025.
3. An estimate of the cost is: \$4,000,000.00
4. An estimate of the duration is: Twelve (12) months.

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



Roseann D'Alleva
Deputy Commissioner

RD:TMG:jd

c: Jose Lopez, Director, Office of Labor Relations
Ross Bratin, Deputy Director, Office of Labor Relations
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Management Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Christopher Paggi, Chief Civil Engineer
Devin Velasquez, Civil Engineer II
Elizabeth Cotton, Special Assistant, Office of Labor Relations
Stephanie Zirilli, Administrative Assistant



Department of Public Works Nassau County, N.Y.
 Bid Sheets for Contract: S35125-01G

Nassau County DPW

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S35125-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
1	1	LS	Clearing and Grubbing	For: Seventy thousand four hundred forty eight Dollars zero cents	\$ 70,448.00	\$ 70,448.00
1M/F	1	LS	Mobilization with Field Office	For: Twenty five thousand four hundred twenty four Dollars zero cents	\$ 25,424.00	\$ 25,424.00
2SS	1		Unclassified Excavation	For: Two hundred ten thousand seven hundred twenty eight Dollars zero cents	\$ 210,728.00	\$ 210,728.00
4B	700	CY	Cement Concrete Breaking (Structures)	For: Twenty nine Dollars zero cents	\$ 29.00	\$ 20,300.00
5C	100	CY	Selected Fill	For: Twenty eight Dollars zero cents	\$ 28.00	\$ 2,800.00
7	14360	SY	Preparing Fine Grade	For: Two dollars zero cents	\$ 2.00	\$ 28,720.00
9	900	CY	Topsoil (Supplied)	For: Sixty eight dollars zero cents	\$ 68.00	\$ 61,200.00
12A-4-15	8	LF	Reinforced Concrete Pipe, Class IV, 15 Inch Diameter	For: One hundred sixty eight Dollars zero cents	\$ 168.00	\$ 1,344.00
12A-4-36	8	LF	Reinforced Concrete Pipe, Class IV, 36 Inch Diameter	For: Three hundred thirty six Dollars zero cents	\$ 336.00	\$ 2,688.00
12B-15	1	EA	Reinforced Concrete Pipe End Sections - 15" Diameter	For: Two thousand sixteen Dollars zero cents	\$ 2,016.00	\$ 2,016.00
12B-36	1	EA	Reinforced Concrete Pipe End Sections - 36" Diameter	For: Six thousand eight hundred four dollars zero cents	\$ 6,804.00	\$ 6,804.00
12DIP-8	16	LF	Ductile Iron Culvert Pipe - 8" Diameter	For: eighty four dollars zero cents	\$ 84.00	\$ 1,344.00
14	4	EA	Connections to Existing Drainage Facilities	For: Eight hundred forty Dollars zero cents	\$ 840.00	\$ 3,360.00
17A	31	CY	Class A Concrete For Structures	For: Nine hundred fifty five Dollars zero cents	\$ 955.00	\$ 29,605.00
17GG	2	CY	Class GG Concrete (Underwater Placement)	For: One thousand nine hundred sixty dollars zero cents	\$ 1,960.00	\$ 3,920.00
18	95	CY	Gravel for Paths	For: One hundred twenty one dollars zero cents	\$ 121.00	\$ 11,495.00
19	1770	CY	Screened Gravel, Loose Measure	For: Ninety nine dollars zero cents	\$ 99.00	\$ 175,230.00
26	30	LF	Concrete Curb	For: Fifty six dollars zero cents	\$ 56.00	\$ 1,680.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
 Bid Sheets for Contract: S35125-01G

Nassau County DPW

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S35125-01G

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
28	685	SF	Cement Concrete Driveways and Driveway Aprons	For: Fifteen dollars zero cents	\$15.00	\$10,275.00
33	900	LB	Bar Reinforcement for Structures	For: Twenty one dollars zero cents	\$21.00	\$18,900.00
36D	15	TON	Asphalt Concrete Type 1A (Top & Binder)	For: four hundred dollars zero cents	\$400.00	\$6,000.00
58RPC	110	LF	Saw Cutting Existing Roadway Pavement & Concrete	For: Twelve dollars zero cents	\$12.00	\$1,320.00
91	8	SY	Concrete Block Paving	For: Two hundred fifty Dollars zero cents	\$250.00	\$2,000.00
96ACB	2600	SF	Cellular Concrete Mattress	For: Twenty one dollars zero cents	\$21.00	\$54,600.00
96H	460	CY	Stone Filling (Heavy)	For: One hundred thirty five dollars zero cents	\$135.00	\$62,100.00
96M	4870	CY	Stone Filling (Medium)	For: One hundred fifteen dollars zero cents	\$115.00	\$560,050.00
97	84	CY	Grouted Rip-Rap	For: Three hundred fifteen dollars zero cents	\$315.00	\$26,460.00
102	1	LS	Work Zone Traffic Control	For: Twenty thousand one hundred sixty dollars zero cents	\$20,160.00	\$20,160.00
104PC-6	410	LF	Polyolefin Coated Chain Link Fencing 6' High	For: Sixty nine dollars zero cents	\$69.00	\$28,290.00
111	6	SY	Removal and Replacement of Pavements	For: five hundred sixty dollars zero cents	\$560.00	\$3,360.00
117	740	LF	Temporary Fence	For: four dollars zero cents	\$4.00	\$2,960.00
117SC	1	LS	Security Fence with Gate at Construction Entrance	For: Three thousand three hundred Sixty dollars zero cents	\$3,360.00	\$3,360.00
121	390	CY	Drybound Base Course	For: Twenty eight dollars zero cents	\$28.00	\$10,920.00
136	1	LS	Survey Stakeout	For: fifty thousand dollars zero cents	\$50,000.00	\$50,000.00
141	4500	LF	Silt Fence	For: Six dollars zero cents	\$6.00	\$27,000.00
141A	25	LF	Hay Bales/Straw Bales	For: Twenty one dollars zero cents	\$21.00	\$525.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
 Bid Sheets for Contract: S35125-01G

Nassau County DPW

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
141C	10	EA	Silt Protection for Curb Inlet Drainage Structures	For: Two hundred eighty dollars zero cents	\$ 280.00	\$ 2,800.00
141SS-D	75	SY	Construction Entrance - Temporary	For: Thirty four dollars zero cents	\$ 34.00	\$ 2,550.00
158A	13,150	SF	Geotextile Cloth	For: zero dollars twenty cents	\$ 0.20	\$ 2,630.00
158B-SP	5885	SY	Permanent Turf Reinforcement Mat	For: Eight dollars zero cents	\$ 8.00	\$ 47,080.00
361C-1SS	60	EA	Planting Shrubs	For: Three hundred fourteen dollars zero cents	\$ 314.00	\$ 18,840.00
367-2SS	1.70	ACRE	Hydroseeding Specialized Wetland Mix	For: seven thousand five hundred dollars zero cents	\$ 7,500.00	\$ 12,750.00
420SS	40	LF	Swedged Railing System	For: Two hundred nineteen dollars zero cents	\$ 219.00	\$ 8,760.00
500	50	SF	Concrete Spall and Face Repairs	For: One hundred twenty seven dollars zero cents	\$ 127.00	\$ 6,350.00
501	30	LF	Concrete Face Crack Repairs	For: One hundred twenty dollars zero cents	\$ 120.00	\$ 3,600.00
519	60	CY	Sand Bags In Place	For: One hundred fifty five dollars zero cents	\$ 155.00	\$ 9,300.00
				For:		
				For:		
				For:		

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*Force Bid

Total Bid in Numbers \$ 1,662,046.00

Total Amount in Words One Million Six hundred Sixty two thousand forty six dollars zero cents

S35125-01G

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? 28

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 28

b. as a Subcontractor _____

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

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

See attached

(use additional blank sheets if additional space is necessary)

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

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

See attached

(use additional blank sheets if additional space is necessary)

5. Have you:

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

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

NO TEXT ON THIS PAGE

DFS Ongoing Projects

<u>Project/ Owner</u>	<u>Contract Amount</u>	<u>Percent Complete</u>	<u>DFS Percent of Work Performed with own forces</u>
SCWA 7835 Grading, Material Placement, Clearing, Exc. Misc. Sitework West Zone		As Needed Basis	100%
SCWA 7841 Furnishing, Installation and Cleanout of Overflow Drain Pits and other Misc work		As Needed Basis	100%
SCWA 7921 Grading, Material Place., Clearing, Exc. Misc. Sitework East		As Needed Basis	100%
SCWA 8104 - Furnishing, Installation and Cleanout of Overflow Drain Pit and other Misc work Lime Pits		As Needed Basis	100%
Town of Brookhaven Requirements Contract # 20210016		As Needed Basis	100%
NCDPW Requirements Contract S2001-06G		As Needed Basis	100%
Village of Babylon Drainage		As Needed Basis	100%
SCWA 8079 - Turf Establishment Work at Various Authority		As Needed Basis	100%
SCWA 8106 - Grading, Material Placement, Clearing, Excavating & Misc Sitework Zone A		As Needed Basis	100%
SCWA 8107 - Removal and Sifting Screening of Mixed Debris at Authority CM Sites		As Needed Basis	100%

DFS Completed Projects

<u>Project/ Owner</u>	<u>Percent Complete</u>	<u>DFS Percent of Work Performed with own forces</u>
SCDPW Town of Brookhaven Rails to Trails	100%	70%
Town of Oyster Bay Massapequa Flood Diversion	100%	75%
Town of Babylon Coastal Outfalls	100%	100%
Town of Brookhaven Requirements Contract 20210016	100%	100%
NYS Office of Parks, Recreation & Historic Preservation Jones	100%	70%
Town of Islip Housing Authority Parking Lot Improvements	100%	85%
SCWA Land Grading	100%	100%
NCDPW Requirements Contract S2001-05G	100%	80%
National Grid Northport Maintenance Dredging	100%	100%
SCWA 7744 Grading, Material Placement, Clearing, Exc. Misc. Sitework East Zone	100%	100%
Town of Brookhaven Hallock Landing Road	100%	75%
Village of Shoreham Drainage Work	100%	100%
Village of Port Jefferson- Recharge Basin	100%	100%
Town of Brookhaven Stormwater & Living Shoreline	100%	95%
Village of Babylon Requirements Contract for Drainage Work	As Needed Basis	100%

References

<u>Owner</u>	<u>Contact Name & Phone Number</u>	
SCDPW	Justin Hipperling	631-852-4010
NCDPW	Gijo Varghese	516-666-2678
Town of Brookhaven	Gregg Kelsey	631-889-4360
SCWA	Shaun Mauldin	631-499-0965
NYS Office of Parks & Rec.	Anthony Labas	631-321-3576
LMJ Management and Construction Inc	Josh Seiden	631-224-8894
Village of Babylon	Jeff Pantajo	631-487-5290
National Grid	Arthur Scott	516-783-2479
Town of Oyster Bay	Chris Prunty	516-210-8916
Village of Shoreham	Kevin Quinn- LK Mclear	631-662-1118

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.

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:

N/A

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

N/A

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.

N/A

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

BITTLE + SONS

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
Brian Heinlein	Vice President	20+	Excavation Dewatering Drainage	Field Super + All Areas

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			- All stored at 1230 Station Rd

(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.

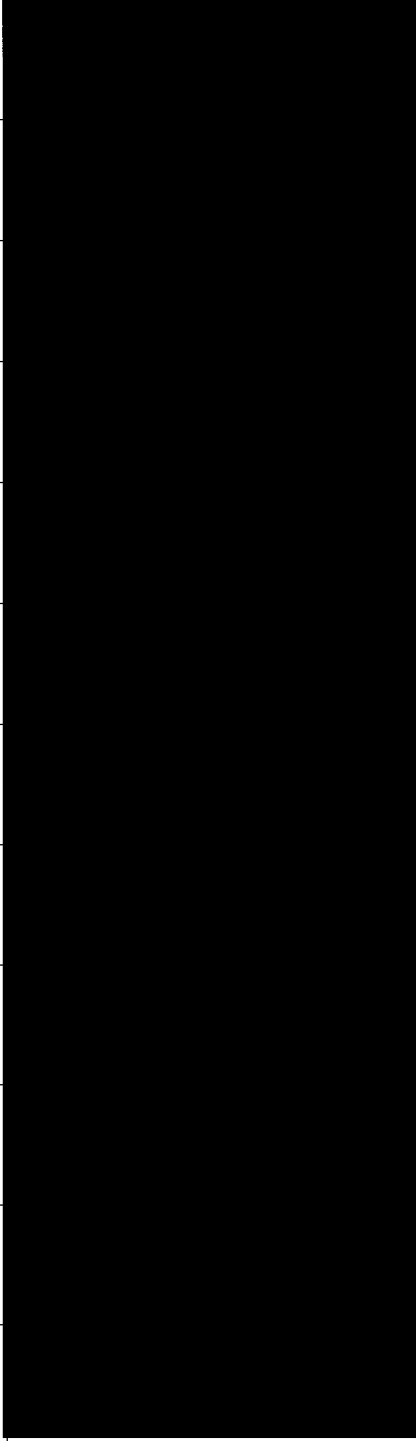
13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

N/A

(use additional blank sheets if additional space is necessary)

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D.F. STONE CONTRACTING, LTD EQUIPMENT LIST

NAME	SERIAL NUMBER
430 Center- Pivot	
2014 Komatsu PC360LC-10 Hydraulic Excavator	
2021 Komatsu PC360LC-11 Hydraulic Excavator	
2022 Komatsu PC360LCI-11 iMC Smart Construction Hydraulic Excavator	
2022 Komatsu PC55MR-5 Excavator	
2013 Komatsu PC88MR-8 Hydraulic Excavator	
Komatsu PC138USLC-10 Hydraulic Excavator	
Komatsu PC228USLC-10 Hydraulic Excavator	
Komatsu PC238USLC-11 Hydraulic Excavator	
2019 Caterpillar 315FLCR Hydraulic Excavator	
2019 Komatsu D39PXi-24 "IMC" Crawler Dozer	
Komatsu D51PX-22 Crawler Dozer	

2016 Komatsu D61PX-24 Crawler Dozer	
Komatsu WA480-6MC Wheel Loader (P-3)	
Komatsu WA480-6 Wheel Loader (P-4)	
Komatsu WA480-6 Wheel Loader (P-6)	
Komatsu WA480-6 Wheel Loader (P-5)	
Komatsu WA480-6 Wheel Loader (KC)	
2020 Komatsu WA480-8 Wheel Loader	
2019 Caterpillar 972M Wheel Loader	
2014 Takeuchi TL10CRH	
2014 Takeuchi TL10CR	
2016 Takeuchi TL10CR	
2016 Takeuchi TL10CRR	
2016 Takeuchi TL10CR	
2022 Takeuchi TL12R2-CRR	

Toro Dingo TX420	
Wacker BPU4045A Reversible Plate Tamper	
2015 Ditch Witch FX50 Vacuum Excavator	
2021 Myers-Seth Pumps, Inc. DD-4SHA/T Double Diaphragm Pump (4")	
Metso CV100 Mobile Screener	
Wacker RD880 Roller	
Ingersoll-Rand DA30 Roller	
2005 Komatsu D41P-6C Bulldozer	
2012 Takeuchi TL250R	
2010 Gehl V270 Skid Steer Loader	
Caterpillar Model 252B2	
Weber CR8 Diesel Walk-Behind Compactor	
2000 SD115D Ingersoll-Rand Compactor	
EDCO SS-26-38K Self-propelled concrete/asphalt saw	

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

Thoroughly reviewed spec book, proposal and plans
with all items for this bid.
Performed a field investigation.

(use additional blank sheets if additional space is necessary)

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

1. Site security / Mobilize Field office 2. Erosion control
3. Clearing and grubbing 4. Survey creek alignment 5. Excavate + Demo
Existing creek 6. Export excess material 7. Installation of stone / fabric / fine
grade
8. install New headwalls + connect to existing pipe 9. install topsoil / hydroseed /
landscaping

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.

Brian Heinlein

17. Insurance carried by your firm: - Certificates attached

Type	Company	Limits of Coverage	Term
G.L.	Transportation Ins. Co.	1,000,000 2,000,000	3/15/25 - 3/15/26
Auto	Obsidian Ins. Co.	100,000	11/17/24 - 11/17/25
Ex. Auto	Obsidian Specialty Ins. Co.	900,000	11/17/24 - 11/17/25
Umbrella	Continental Casualty	5,000,000	3/15/25 - 3/15/26
Workers Comp.	Continental Ins. Co.	1,000,000 1,000,000	11/25/24 - 11/25/25
Disability	Shelterpoint Life Ins.	Statutory	1/1/24 - 12/31/25

NO TEXT ON THIS PAGE

Brian Heinlein

QUALIFICATIONS SUMMARY

Dedicated and proactive manager of construction sites, contractors, and crew result in exceptional efficiency. Extensive experience in executing and planning complex, multi-million dollar commercial and government construction projects to achieve time, cost, and quality and safety metrics. Comprehensive knowledge of construction industry standards and best practices spanning safety regulations, OSHA compliance, building codes and government policies and operations.

SKILLS

- Drainage Installation
- MS Office
- Liquid Waste Treatment Installation
- Foreman
- Equipment Operator
- Landscaping

Work Experience

President, D.F. Stone Contracting Ltd, Medford NY

Over 20 years

- Develop and implemented improved procedures and systems for the preparation of initial site inspection reports and detailed scope of work development.
- Visualize, analyze and communicate project scope of work, Coordinate cost/means and methods with owner.
- Examine and inspect field condition and identify problems, inaccuracies, and cost saving measures that arises or that may be encountered
- Site work equipment use include operating excavator

Work Summary

Nassau County Department of Public Works

- Reconstruction and Dewatering of Facilities
- Capital Project to remediate Drainage issues
- Culverts and recharge basin remediation

Suffolk County Department of Public Works

- Drainage reconstruction
- Side walk restoration

Town of Brookhaven

- Drainage restoration
- Sidewalk restoration
- Septic System installation
- Asphalt restoration

Town of Hempstead

- Drainage improvement
- Curb and sidewalk restoration
- Landscaping

Town of Islip

- Phase 1 improvements
- Site clearing/ grading

New York State Department of Transportation

- New York state recharge basin reconditioning 3
- Site clearing



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/11/2025

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

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

PRODUCER Transportation Writers Inc. 201 Moreland Rd Suite 10 Hauppauge NY 11788	CONTACT NAME: Coverages Unlimited	FAX (A/C, No): (631) 425-2477	
	PHONE (A/C, No, Ext): (631) 425-5111	E-MAIL ADDRESS:	
INSURED DF Stone Contracting, Ltd 1230 Station Rd Medford NY 11763	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Transportation Insurance Company		[REDACTED]
	INSURER B: Continental Insurance Co		
	INSURER C: Continental Casualty Company		
	INSURER D: SHELTERPOINT LIFE INS CO		
	INSURER E:		
INSURER F:			

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

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			[REDACTED]	03/15/2025	03/15/2026	EACH OCCURRENCE	\$ 1,000,000.
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000.
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$ 15,000.
	<input checked="" type="checkbox"/> Completed Operations						PERSONAL & ADV INJURY	\$ 1,000,000.
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000.
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000.
OTHER:								\$
	AUTOMOBILE LIABILITY			[REDACTED]			COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			[REDACTED]	03/15/2025	03/15/2026	EACH OCCURRENCE	\$ 5,000,000.
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$ 5,000,000.
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE						\$
RETENTION \$								
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			[REDACTED]	11/25/2024	11/25/2025	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000.
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000.
D	Disability			[REDACTED]	01/01/2024	12/31/2025	STATUTORY	

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

CERTIFICATE HOLDER**CANCELLATION**

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

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DF Stone Contracting, Ltd.
1230 Station Rd
Medford, New York 11763

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

This Certificate is valid for two (2) years, unless revoked or suspended.

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-I(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

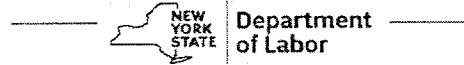
Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-I(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.

Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

DF Stone Contracting, Ltd.

1230 Station Rd

Medford, New York 11763

Phone Number: 6319247500

Registration Number: [REDACTED]

Date of Issue: 2024-12-19

Expiration Date: 2026-12-19

(This license is valid only for the contractor named above)

A handwritten signature in cursive script that reads "Roberta Reardon".

Roberta Reardon
Commissioner

New York State Department of
Labor





Signatory Contractor:

January 8, 2025

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

FEIN: [REDACTED]

Merit Apprenticeship Alliance NYSDOL Sponsor Code 51979

NYSDOL Apprentice Training Program Codes:

- Skilled Craft Laborer #18514, recertified September 15, 2017
- Operating Engineer (Heavy Equipment) #18318, recertified May 17, 2018
- Carpenter: #12037, recertified September 15, 2017
- Ironworker (Outside) #15221, approved October 5, 2017
- Cement Finisher/Cement Mason #11038, approved October 12, 2017

To Whom It May Concern,

Please be advised that the above noted contractor was accepted as a signatory employer effective June 15, 2022, and is in good standing with the Merit Apprenticeship Alliance NYSDOL registered Skilled Construction Laborer, Carpenter, Operating Engineer (heavy equipment), Cement Finisher and Ironworker apprenticeship program agreements.

The Merit Apprenticeship Alliance Skilled Construction Laborer, Carpenter, Operating Engineer (heavy equipment) apprenticeship programs, respectively, are recognized as "Class A Apprenticeship Programs" as each program is currently registered with and approved by the U.S. Department of Labor, and the New York State Department of Labor state apprenticeship agency. PART 601 REGISTRATION OF APPRENTICESHIP PROGRAMS AND AGREEMENTS (Statutory authority: Labor Law, art.23; § 811.1) establishes procedures and standards for the approval and registration of Apprenticeship Programs and agreements. Based on the calculation method defined by the NYSDOL [§ 601.8(b) and (c)] the Alliance graduation (completion) rates, as of August 15, 2023, are 67%, 50% and 69% respectively.

The Merit Apprenticeship Alliance apprenticeship standards were reviewed, approved, and registered in accordance with NYS Labor Law, Art.23; § 811 and the NYS Department of Labor Part 601 regulations per the above noted dates.

Pursuant to USDOL Title 29 CFR Part 29.13 (a) Recognition of State Apprenticeship Agencies, the New York State Apprenticeship Agency (SAA) is currently recognized by the United States Department of Labor (USDOL) and any apprentices registered in occupations officially recognized by the Department are recognized by the USDOL.



Additionally, this will certify that pursuant to N.J.A.C. 12:62-2.1(h)(2), the above noted contractor pays ongoing contributions into an ERISA-covered apprenticeship training program trust fund that is used to fund apprentice benefit plans and direct training costs.”

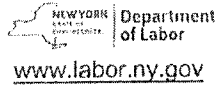
The Merit Apprenticeship Alliance holds all signatories to the standards of the Program Registration Agreements and requires that each signatory commit that they will support the diversified training so as to result in normal advancement of the apprentice; employ craft workers to ensure safe and quality worksite training at all times in full compliance with the apprentice journeymen standard ratios and prevailing wages in the respective state in which the work is performed; and, employ the apprentice in a manner that will not conflict with our approved apprenticeship standards.

Signatory contractors are reviewed annually by the Board of Trustees; only those firms who demonstrate a commitment to our quality standards are renewed.

The Alliance is truly dedicated to our mission to provide Industry leading, registered apprenticeship training programs in full compliance with state and federal regulations.

Authorized by: Penelope M. Hazer
Penelope M. Hazer, President

WE ARE YOUR DOL



Apprentice Training Program Registration Agreement

Revision

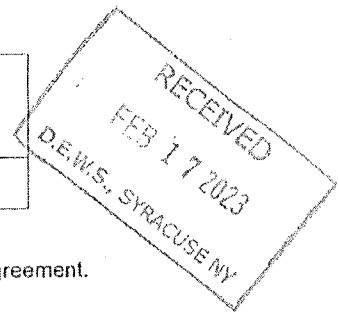
Nature of Change: Wage Revision - increase

State Use Only	
AT Sponsor No.	<u>51979</u>
ATP Code	<u>18-318</u>
Effective Date of AT Program	<u>11/02/2011</u>

- Name of Sponsor: Empire State Merit Apprenticeship Alliance
- Mailing Address: 6320 Fly Rd. Suite 210A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Operating Engineer (Heavy Equipment)
- No. Employees: 5 No. Apprentices: 6 No. Journeyworkers: 829 8. Ratio: 1:1,1:5
- DOT Code: 859.683-010 10. Length of Program: 36 months
- Apprentice Probationary Period: 9 months 12. Work process: Standard or Revised
- Minimum Journeyworker Rate: \$ 22.00 per hour 14. Effective Date of Wages: 1/1/2023

15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/> 1500	H <input checked="" type="checkbox"/> 1500	H <input checked="" type="checkbox"/> 1500	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
18	19	20							

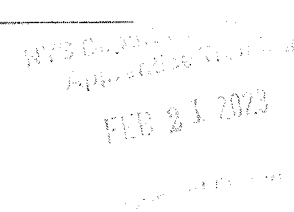


16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. Patricia M Ennis 2-15-23 18. _____
Signature of Official Sponsor Representative Date Signature of Union Representative Date

Patricia M Ennis HR Manager _____
Print Name and Title Print Name, Title, and Union Name

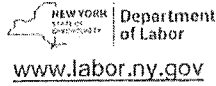
19. _____ 2/23/23
Signature New York State Department of Labor Date



Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
13. The Sponsor agrees to promptly record, maintain and submit to the Department of Labor all records concerning apprenticeship as may be required by the Department of Labor.
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17. The Sponsor recognizes that, if it is without an apprentice for a period of twelve months, that the program will be deemed deregistered unless it has been granted Inactive Status or is a program operated by a NYS agency.
18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.

WE ARE YOUR DOL



Apprentice Training Program Registration Agreement

Revision

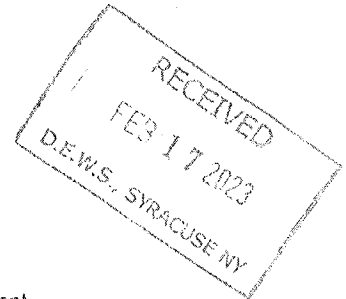
Nature of Change: Wage Revision - increase

State Use Only	
AT Sponsor No.	51979
ATP Code	11-038
Effective Date of AT Program	10/12/2017

- Name of Sponsor: Empire State Merit Apprenticeship Alliance
- Mailing Address: 6320 Fly Rd. Suite 210A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Cement Finisher/Cement Mason
- No. Employees: 5 No. Apprentices: 1 No. Journeyworkers: 146 8. Ratio: 1:1,1:4
- DOT Code: 844.364-010 10. Length of Program: 36 months
- Apprentice Probationary Period: 9 months 12. Work process: Standard or Revised
- Minimum Journeyworker Rate: \$ 22.00 per hour 14. Effective Date of Wages: 1/1/2023

15. Apprentice wage progression for each period – in months (M) or hours (H)

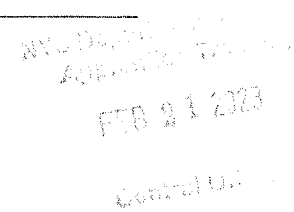
1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
1000	1000	1000	1500						
17	18	19	20						



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. Patricia Mennis 2-15-23 18. _____
Signature of Official Sponsor Representative Date Signature of Union Representative Date
Patricia Mennis HR Manager
Print Name and Title Print Name, Title, and Union Name

19. _____ 2/23/23
Signature New York State Department of Labor Date



Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
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WE ARE YOUR DOL



Apprentice Training Program Registration Agreement

Revision

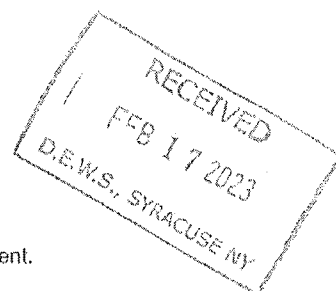
Nature of Change: Wage Revision

State Use Only	
AT Sponsor No.	<u>51979</u>
ATP Code	<u>18-514</u>
Effective Date of AT Program	<u>10/16/2007</u>

- Name of Sponsor: Empire State Merit Apprenticeship Alliance
- Mailing Address: 6320 Fly Rd. Suite 210A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Skilled Construction Craft Laborer
- No. Employees: 5 No. Apprentices: 20 No. Journeyworkers: 1,215 8. Ratio: 1:1,1:3
- DOT Code: 869.463-580 10. Length of Program: 24 months
- Apprentice Probationary Period: 6 months 12. Work process: Standard or Revised
- Minimum Journeyworker Rate: \$ 22.00 per hour 14. Effective Date of Wages: 1/1/2023

15. Apprentice wage progression for each period – in months (M) or hours (H)

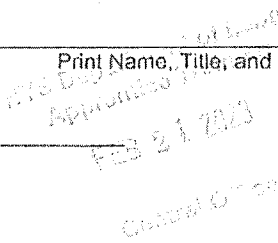
1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
1000	1000	1000	1000						
17	18	19	20						



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

- Patricia M Ennis 2-15-23 18. _____
Signature of Official Sponsor Representative Date Signature of Union Representative Date

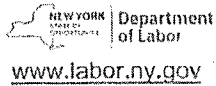
Patricia M Ennis HR Manager _____
Print Name and Title Print Name, Title, and Union Name
- [Signature] _____
Signature New York State Department of Labor _____
Date 2/23/23



Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
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9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
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WE ARE YOUR DOL



Apprentice Training Program Registration Agreement

Revision

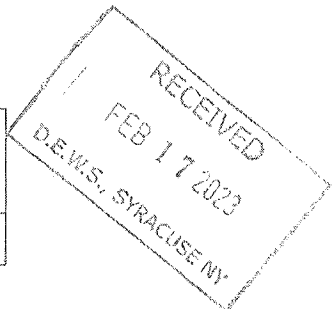
Nature of Change: Wage Revision - increase

State Use Only	
AT Sponsor No.	<u>51979</u>
ATP Code	<u>15-221</u>
Effective Date of AT Program	<u>10/03/2017</u>

- Name of Sponsor: Empire State Merit Apprenticeship Alliance
- Mailing Address: 6320 Fly Rd. Suite 210A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Iron Worker (Outside)
- No. Employees: 5 No. Apprentices: 2 No. Journeyworkers: 241 8. Ratio: 1:1,1:4
- DOT Code: 801.361-014 10. Length of Program: 36 months
- Apprentice Probationary Period: 9 months 12. Work process: Standard or Revised
- Minimum Journeyworker Rate: \$ 22.00 per hour 14. Effective Date of Wages: 1/1/2023

15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/> 2000	H <input checked="" type="checkbox"/> 2000	H <input checked="" type="checkbox"/> 2000	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
18	19	20							



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. Patricia McEnnis 2-15-23 18. _____
Signature of Official Sponsor Representative Date Signature of Union Representative Date

Patricia McEnnis HR Manager
Print Name, Title, and Union Name

Print Name, Title, and Union Name
2/23/23
Date

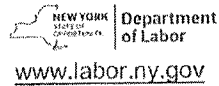
19. _____
Signature New York State Department of Labor

Central Office

Provisions for Agreements

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WE ARE YOUR DOL



Apprentice Training Program Registration Agreement

Revision

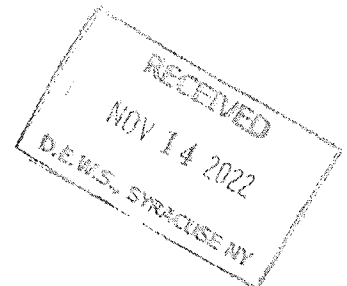
Nature of Change: Patricia Ennis - add to sign docs

State Use Only	
AT Sponsor No.	<u>51979</u>
ATP Code	<u>12-037</u>
Effective Date of AT Program	<u>11/2/2011</u>

- Name of Sponsor: Empire State Merit Apprenticeship Alliance
- Mailing Address: 6320 Fly Rd. Suite 201A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Carpenter
- No. Employees: 5 No. Apprentices: 4 No. Journeyworkers: 447 8. Ratio: 1:1.1:4
- DOT Code: 860.381-022 10. Length of Program: 48 months
- Apprentice Probationary Period: 12 months 12. Work process: Standard or Revised
- Minimum Journeyworker Rate: \$ 20.00 per hour 14. Effective Date of Wages: 12/31/2020

15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
2000	2000	2000	2000						
\$15.00	\$17.00	\$18.00	\$19.00						



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. Patricia M Ennis 11-8-22 18. _____
 Signature of Official Sponsor Representative Date Signature of Union Representative Date
Patricia M. Ennis XX
 Print Name and Title Print Name, Title, and Union Name

19. [Signature] 11/23/20
 Signature New York State Department of Labor Date

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
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WE ARE YOUR DOL



Department
of Labor

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

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that

James P De Grace

HAS SERVED AN APPRENTICESHIP

IN THE OCCUPATION OF: Skilled Construction Craft Laborer

IN THE EMPLOY OF: Empire State Merit Apprenticeship Alliance, Inc

UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR

AND IS A QUALIFIED: Skilled Construction Craft Laborer

GIVEN AT ALBANY, NEW YORK, ON: Thursday, October 24, 2024



A handwritten signature in cursive script, reading "Roberta Reardon".

Roberta Reardon
Commissioner of Labor
Kathy C. Hochul, Governor

WE ARE YOUR DOL



Department
of Labor

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

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that

LucyBeth Resende

HAS SERVED AN APPRENTICESHIP

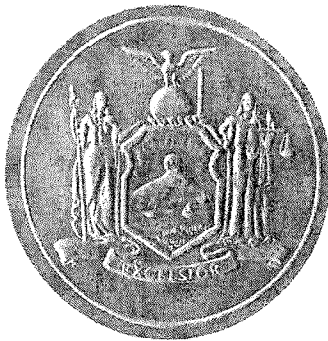
IN THE OCCUPATION OF: Carpenter

IN THE EMPLOY OF: Empire State Merit Apprenticeship Alliance, Inc

UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR

AND IS A QUALIFIED: Carpenter

GIVEN AT ALBANY, NEW YORK, ON: Friday, December 8, 2023



A handwritten signature in cursive script, reading "Roberta Reardon".

Roberta Reardon
Commissioner of Labor
Kathy C. Hochul, Governor

WE ARE YOUR DOL



Department
of Labor

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

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that

Tim F Deos

HAS SERVED AN APPRENTICESHIP

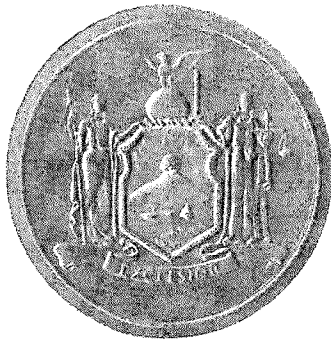
IN THE OCCUPATION OF: Optg. Engineer (Heavy Equipment)

IN THE EMPLOY OF: Empire State Merit Apprenticeship Alliance, Inc

UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR

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

GIVEN AT ALBANY, NEW YORK, ON: Thursday, October 24, 2024



A handwritten signature in cursive script, reading "Roberta Reardon".

Roberta Reardon
Commissioner of Labor
Kathy C. Hochul, Governor

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.

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

Brian Heinlein Being duly sworn, deposes and says:
That he resides at [redacted] street,
in the City of [redacted] that he is the vice president of
D.F. Stone Contracting Ltd.
the corporation described in and which executed the foregoing
instrument; that he knows the seal of said corporation; that the seal
affixed to 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 3rd day of June, 2025.

[Signature]
Notary

MICHAEL STEPHEN ARDINI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AR6220996
Qualified in Suffolk County Form
Commission Expires April 26, 2026

Form of Affidavit where Bidder is a firm)

_____ 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

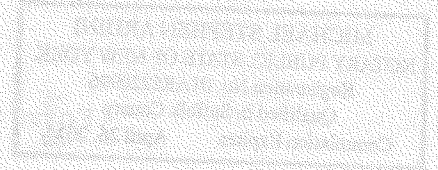
(Form of Affidavit where Bidder is an individual)

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

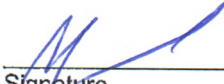
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

George Heinlein President

Name and Title of Authorized Representative

8/1/25

m/d/yy



Signature

8/1/25

Date

D.F. Stone Contracting Ltd.

Name of Organization

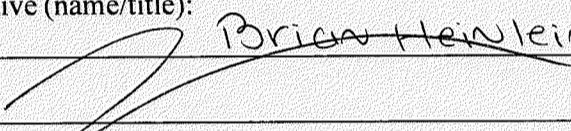
1230 Station Rd Medford NY 11763

Address of Organization

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	D.F. Stone Contracting Ltd.
Address (street/city/state/zip code):	1230 Station Road Medford N.Y. 11763
Authorized Representative (name/title):	Brian Heinlein, V.P.
Authorized Signature:	
Contract Number:	S35125-01G
Contract/Project Name:	Whitney Drain Rehabilitation in the Town of North Hempstead and in the Hamlet of Manhasset Nassau County, N.Y.

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	1,062,046.00		
Total MBE Dollar Amount	85,000.00	MBE Contract Percentage	5.11.
Total WBE Dollar Amount	525,000.00	WBE Contract Percentage	31.51.
Total SDVOB Dollar Amount	100,000.00	SDVOB Contract Percentage	6.01.
Total Combined M/WBE/SDVOB Dollar Amount	710,000.00	Combined M/WBE/SDVOB Contract Percentage	42.61.

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

Nassau County DPW

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535126-01G

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount (\$) and Award Date	MBE Contract Scheduled Start Date and Completion
Alvear J + D.A. INC Address: 21 Duchy Ln City: Mastic Beach State/Zip Code: NY 11951 Authorized Representative: Jaime Alvear Telephone No. 631-456-6130	Trucking	Amount (\$): 85,000.00 <hr/> Award Date: 2020	Start Date: 2020 <hr/> Completion Date: 2020
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>

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

Nassau County DPW

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WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount (\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
<p>A+R Materials Address: 3308 NY-112 City: Medford State/Zip Code: NY 11703 Authorized Representative: Bob Bergold Telephone No. 631-438-8340</p>	<p>SUPPLY AND TRUCK STONE</p>	<p>Amount (\$): 495,000.00 Award Date: 2020</p>	<p>Start Date: 2020 Completion Date: 2020</p>
<p>Name: Axela Services Address: 104 Kensington way City: Mount Kisco State/Zip Code: NY 10549 Authorized Representative: Marie Famoso Telephone No. 914-244-0040</p>	<p>SUPPLY fabric and turf Mat</p>	<p>Amount (\$): 30,000.00 Award Date: 2020</p>	<p>Start Date: 2020 Completion Date: 2020</p>
<p>Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.</p>		<p>Amount (\$): Award Date:</p>	<p>Start Date: Completion Date:</p>

S36125-01G

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

Nassau County DPW

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SS6126-01G

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount (\$) and Award Date	SDVOB Contract Scheduled Start Date and Completion
United Global Construction Address: 640 JOHNSON AVE City: Ronemia State/Zip Code: NY 11706 Authorized Representative: Brian Murray Telephone No. 631-885-1124	Furnish and install erosion control + other labor activities	Amount (\$): 100,000.00 Award Date: 2026	Start Date: 2026 Completion Date: 2026
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date: