

04.15.2025

ADOPTED

TOWN OF RIVERHEAD

TB Resolution 2025-368

AWARDS RE-BID #2 FOR MEETINGHOUSE CREEK STORMWATER WETLAND AND HABITAT RESTORATION PROJECT

Councilwoman Waski offered the following resolution,
which was seconded by Councilman Rothwell

WHEREAS, Town Board Resolution #2025- 87 authorized the Town Clerk to advertise a Notice to Bidders for sealed bids for **RE-BID #2 FOR MEETINGHOUSE CREEK STORMWATER WETLAND AND HABITAT RESTORATION PROJECT**; and

WHEREAS, 6 bids were received, opened and read aloud in the Office of the Town Clerk, 4 W Second Street, Riverhead, NY 11901 on **January 16, 2025** at **11:00 AM**; and

WHEREAS, the bids were reviewed and a bid tabulation was prepared by the Purchasing Agent and presented to the Town Board for review; and

WHEREAS, the Town Engineer has reviewed said bids.

NOW THEREFORE BE IT RESOLVED that the bid for **RE-BID #2 FOR MEETINGHOUSE CREEK STORMWATER WETLAND AND HABITAT RESTORATION PROJECT** be awarded to the vendor indicated below for price on the attached pages;

DF STONE CONTRACTING, LTD.
1230 STATION RD
MEDFORD, NY 11763
joekaplan@dfstoneltd.com

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the vendor listed above, and the Engineering and Purchasing Departments; and

BE IT FURTHER RESOLVED that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joann Waski, Councilwoman
SECONDER:	Kenneth Rothwell, Councilman
AYES:	Hubbard, Rothwell, Kern, Merrifield, Waski

State of New York
County of Suffolk :) ss:
Town of Riverhead



This is to certify that I, the undersigned, Town Clerk of the Town of Riverhead, County of Suffolk, State of New York, have compared the forgoing copy of a Resolution with the original now on file in this office and which was duly adopted on **April 15, 2025** and that the same is a true and correct transcript of said Resolution and the of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Town of Riverhead, on **April 16, 2025**

James M. Waski

, Town Clerk

Packet Pg. 216

**FISCAL IMPACT STATEMENT
OF PROPOSED RIVERHEAD TOWN BOARD LEGISLATION**

A. Type of Legislation Resolution <input checked="" type="checkbox"/> Local Law		
B. Title of Proposed Legislation: Awards Re-Bid #2 for Meetinghouse Creek Stormwater Wetland and Habitat Restoration Project		
C. Purpose of Proposed Legislation:		
D. Will the Proposed Legislation Have a Fiscal Impact? Yes <input checked="" type="checkbox"/> No		
E. If the answer to section D is "yes", select (a) or (b) below and initial or detail as applicable: <p>(a) The fiscal impact can be absorbed by Town/department existing resources set forth in approved Town Annual Budget (example:routine and budgeted procurement of goods/services)*if selecting E(a), please initial then skip items F,G and complete H,I and J; or</p> <p>(b) The description/explanation of fiscal impact is set forth as follows:</p>		
F. If the answer to E required description/explanation of fiscal impact (E(b)), please describe total Financial Cost of Funding over 5 Years		
<p>G. Proposed Source of Funding Appropriation Account to be Charged:</p> <p>Grant or other Revenue Source: H01-3789-000-12426-H State Aid – EFC \$350,000 H01-3789-100-12426-H State Aid – SUNY RF \$600,000 H01-3789-200-12426-H State Aid – NYS DOT \$ 50,000 H01-2706-000-12426-7 County Aid – WQPRP \$235,000</p> <p>Appropriation Transfer (list account(s) and amount):</p>		
H. Typed Name & Title of Preparer: Teresa Baldinucci	I. Signature of Preparer Teresa Baldinucci Teresa Baldinucci	J. Date 4/03/25
K. Accounting Staff Name & Title Jeanette DiPaola,	L. Signature of Accounting Staff Jeanette DiPaola	M. Date 4/08/25

a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the Department of Labor's prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Department of Labor's prohibited entities list after contract award.

Signature:



Print Name:

Brian Heinlein

Title:

Vice President

Company:

D.F. Stone Contracting, Ltd.

Date:

1/16/25



PROPOSAL FORM

**TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK**

**PROPOSAL
FOR**

2022 ANNUAL CONSTRUCTION CONTRACT

**TOWN OF RIVERHEAD
200 HOWELL AVENUE
RIVERHEAD, NEW YORK 11901**

Town of Riverhead
Riverhead, NY

The undersigned bidder has carefully examined the Contract Documents for the proposed construction and will provide all necessary labor, materials, equipment and incidentals as necessary and called for by the said Contract Documents in the manner prescribed therein and in said contract, and in accordance with the requirements of the Town Engineer at the following unit and/or lump sum prices:

Meetinghouse Creek Stormwater Wetland and Habitat Restoration Project
 NEIW PCC, PEP, Town of Riverhead NY

Itemized Proposal
 11/27/2023

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization/Demobilization	1	LS	87,394.17	87,394.17
2	Erosion, Pollution and Water Control Measures	1	LS	17,639.91	17,639.91
3	Temporary Access and Traffic Control	1	LS	10,205.95	10,205.95
4	Clearing and Grubbing	1	AC	9,130.64	9,130.64
5	Excavation and Off-Site Disposal	3,300	CY	105.77	349,041.00
6	Select Borrow	770	CY	57.55	44,313.50
7	Wetland Soil	910	CY	50.27	45,745.70
8	Topsoil	60	CY	50.83	3,049.80
9	Erosion Control Fabric	790	SY	9.68	7,647.20
10	Fabric Encapsulated Soil Lifts	850	LF	47.20	40,120.00
11	Permeable Paver System	6,260	SF	12.23	76,559.80
12	Rock Type A	190	TON	196.57	37,348.30
13	Rock Type B	460	TON	92.20	42,412.00
14	Rock Type C	220	TON	126.49	27,827.80
15	Water Control Structure	1	LS	31,436.57	31,436.57
16	24-Inch Reinforced Concrete Pipe Class III	48	LF	88.93	4,268.64
17	6-Inch Polyethylene Pipe	26	LF	7.75	201.50
18	Microtopography	1	LS	5,090.38	5,090.38
19	Permanent Access	1	LS	24,000.00	24,000.00
20	Gate	1	LS	5,600.00	5,600.00
21	2-Inch Plug Plants	17,560	EA	2.88	50,572.80
22	3-Gallon Container Plants	160	EA	44.24	7,078.40
23	Seed	2	AC	2,466.66	4,933.32
				Grand Total	931,617.38
Add Alternate				Total Cost	
A1	Utility Removal and Disposal	1	LS	3,500.00	3,500.00

PROPOSAL FORM

The undersigned hereby acknowledges receipt of the following Addenda (if any):

Addendum No.

Dated

Signature of person, firm or corporation making this proposal:

D.F. Stone Contracting, Ltd
(Contractor)



Vice President
(Title)

P.O. Address: 1230 Station Road Medford NY 11763

Telephone No.: 631-924-7500 Dated: 1/16/25

The full names and address of all persons interested in the Proposal or principals are as follows:

Name

Address

Brian Heinlein Vice President 475 Potters Blvd Brightwaters NY 11718

George Heinlein President 1230 Station Rd Medford NY 11763

The Town Board reserves the right to award this contract to the lowest qualified bidder and to reject and declare invalid any or all bids deemed not in the best interest of the Town. In awarding this contract, the Town is not bound by the quantities stated in the Proposal Form. It is emphasized that the quantities are approximations only. No guarantee is made for any quantities stated nor is a guarantee made to the total bid or alternate total bid. Such total bid or alternate total bid is for the purpose of guidance in awarding the contract only. Payment shall be on the basis of actual work done at the unit prices quoted.

Upon acceptance of this bid, the undersigned binds himself or themselves to enter into a written contract with the Town not later than fourteen (14) days after the date of notice of the acceptance of his bid and to furnish the required security for faithful performance of the terms of said contract and the insurance as required by the Conditions of Contract, and to process the work diligently so as to complete all the work required under this contract within the time frame as dictated by the Town Engineer.

STATEMENT OF NON-COLLUSION

As per Chapter 751 of the Laws of 1965, an amendment to the General Municipal Law sponsored by the New York State Department of Law, all bids, proposals and contracts awarded or accepted by a municipality must contain a statement of non-collusion. By submission of this bid or proposal, the bidder certifies that:

- (A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- (B) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project to any other bidder, competitor or potential competitor;
- (C) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- (D) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof such penalties being applicable to the bidder as well as to the person signing in its behalf;
- (E) That attached hereto (if corporation bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

Resolved that D.F. Stone Contracting, Ltd. be authorized
(Name of Corporation)

to sign and submit the bid or proposal of this corporation for the following project:

Rebid#2 for Meetinghouse Creek Stormwater Wetland and Habitat Restoration

(Describe Project)

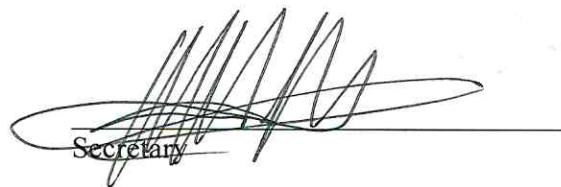
and to submit in such bid or proposal the certificate as to non-collusion required by Section One Hundred Three D (103-D) of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificates, this corporate bidder shall be liable under the penalties of perjury.

The following is a true and correct copy of the resolution adopted by:

D.F. Stone Contracting, Ltd.

Corporation at a meeting of its Board of Directors on the 2nd day of January, 2025.

(Seal of Corporation)



Secretary

Legal name of person, firm or corporation making this Bid:

D.F Stone Contracting, Ltd.

Dated: 1/16/25

(Bidder's Seal)

NOTES:

- (1) Where a bidder is a firm, the bid must be signed in the name of the firm by a member of the firm who must sign his own name immediately thereunder as _____, Partner.
- (2) Where a bidder is a corporation, the bid must be signed in the name of the corporation by a duly authorized officer or agent thereof having knowledge of the matters stated in the bid and such officer or agent shall also subscribe his own name, the office he holds, and the seal of the corporation must be affixed.
- (3) The bid must be sworn to by the person signing it, using one of the appropriate forms of acknowledgement that follow.
- (4) The bidders shall date the Form of Affidavit, fill in all blank spaces and complete the "Questionnaire" which follows as part of the bid.
- (5) In case of any discrepancy in the bidder's extensions or total, the Town Engineer's computation of extensions and totals will govern.

PROPOSAL FORM**FORM OF AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL**

STATE OF NEW YORK)

) ss.:

COUNTY OF)

_____, being duly sworn, deposes and says: I am the person described in and who executed the foregoing bid and the several matters therein state are in all respects true.

(Signature of person who signed bid)

Subscribed and sworn to before me this
____ day of _____, 20____.

(Notary Public) _____

FORM OF AFFIDAVIT WHERE BIDDER IS A FIRM

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

being duly sworn, deposes and says: I am a member of _____, the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of said firm, and the several matters therein stated in all respects are true.

(Signature of person who signed bid)

Subscribed and sworn to before me:

this _____ day of _____, 20__.

(Notary Public)

PROPOSAL FORM

FORM OF AFFIDAVIT WHERE BIDDER IS A CORPORATION

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

Brian Heinlein _____ being duly sworn, deposes and says: I am the
Vice President _____ of D.F. Stone Contracting, Ltd. _____ the
above named corporation, whose name is subscribed to and which executed the foregoing
bid. I reside at 475 Potters Blvd Brightwaters NY 11718 _____, State of
New York _____. I have knowledge of the several matters therein stated and
they are in all respects true.

(Signature of person who signed bid)

Subscribed and sworn to before me this 16th

day of January, 20 25.

Elizabeth Neir
(Notary Public)

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

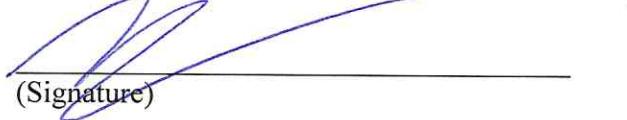
PROPOSAL FORM**BIDDER MUST SIGN THIS FORM BEFORE A NOTARY PUBLIC**

Bid or Contract Number REBID #2 FOR MEETINGHOUSE CREEK STORMWATER WETLAND AND HABITAT RESTORATION PROJECT
 STATE OF NEW YORK)
) ss.:
 COUNTY OF Suffolk)

That in connection with the above bid or contract of REBID #2 FOR MEETINGHOUSE CREEK STORMWATER WETLAND AND HABITAT RESTORATION PROJECT the *(applicable herein), (an officer or agent of the corporate applicant, namely its Vice President), swears or affirms under the penalties of perjury, that no other person will have any direct or indirect interest in this proposal except Brian Heinlein (in case of a corporation, all officers of the corporation and stockholders owning more than 5% of the corporation and stock must be listed. Use separate sheet in necessary.)

That *(none of the officers or stockholders are) related to any officer or employee of the Town of Riverhead except None

That there is not any state or local officer or employee or a member of a board of commissioners of a local public authority or other public corporation within the county (exclusive of a volunteer fireman or civil defense volunteer) interested in such application.



(Signature)

Sworn to before me this 16th
 day of January, 20 25.

Elizabeth Neis
 (Notary Public)

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

*Cross out phrase not appropriate.

NOTE: It is not forbidden that individuals working for the Town of Riverhead or any other municipalities bid on contracts but only that such interest be revealed when they do bid.

Meetinghouse Creek
Restoration Project
10003110.00
Phase 2
Meetinghouse Creek

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: 

Print Name: Brian Heinlein

Title: Vice President

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

Date: 1/16/25





Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
 FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
 THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
 OR
 THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
 NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title:

Contractor's Name:

Contract ID:

SRF Project No.:

SRF Recipient Name:

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: 

Name (print):

Title:

Date:

Attachment 3 – Lobbying Certification



Environmental Facilities Corporation

**New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34**

2025-01

SRF Project No.:

Recipient:

Project Description:

Town of Riverhead

Rebid#2 Meetinghouse Creek Stormwater Wetland and Habitat Restoration Project

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Name: Brian Heinlein
Title: Vice President
Company Name: D.F. Stone Contracting, Ltd
Date: 1/16/25
Contract ID: 2025-01



Signatory Contractor:

January 8, 2025

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

FEIN: 11-3358513

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.

EMPIRE STATE MERIT APPRENTICESHIP ALLIANCE, INC.

6320 Fly Road Suite 210A East Syracuse, NY 13057 315.440.8989

pmhazer@MeritAlliance.org www.MeritAlliance.org



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:

A handwritten signature in black ink that appears to read "Penelope M. Hazer".

Penelope M. Hazer, President

WE ARE YOUR DOL



www.labor.ny.gov

Apprentice Training Program Registration Agreement

Revision

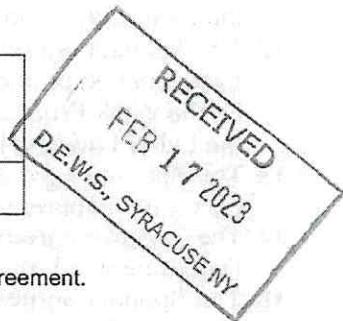
Nature of Change: Wage Revision - increase

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

1. Name of Sponsor: Empire State Merit Apprenticeship Alliance
2. Mailing Address: 6320 Fly Rd. Suite 210A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
3. Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
4. Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
5. E-mail Address: pmhazer@meritalliance.org
6. Trade/Occupation: Operating Engineer (Heavy Equipment)
7. No. Employees: 5 No. Apprentices: 6 No. Journeyworkers: 829 8. Ratio: 1:1,1:5
9. DOT Code: 859.683-010 10. Length of Program: 36 months
11. Apprentice Probationary Period: 9 months 12. Work process: Standard or Revised
13. 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"/>						
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
Signature of Official Sponsor Representative2-15-23
Date

Signature of Union Representative

Date

Patricia M Ennis HR Manager
Print Name and Title
HR
Signature New York State Department of Labor

Print Name, Title, and Union Name

2/23/23
DateNYS Department of
Apprentice Training

FEB 21 2023

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.
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.

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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

1. Name of Sponsor: Empire State Merit Apprenticeship Alliance
2. Mailing Address: 6320 Fly Rd. Suite 210A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
3. Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
4. Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
5. E-mail Address: pmhazer@meritalliance.org
6. Trade/Occupation: Cement Finisher/Cement Mason
7. No. Employees: 5 No. Apprentices: 1 No. Journeyworkers: 146 8. Ratio: 1:1,1:4
9. DOT Code: 844.364-010 10. Length of Program: 36 months
11. Apprentice Probationary Period: 9 months 12. Work process: Standard or Revised
13. 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"/> 1000	H <input checked="" type="checkbox"/> 1000	H <input checked="" type="checkbox"/> 1000	H <input checked="" type="checkbox"/> 1500	H <input type="checkbox"/>					
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 Dennis
Signature of Official Sponsor Representative

2-15-23 Date

18. _____ Signature of Union Representative _____ Date

Patricia Dennis HR Manager
Print Name and Title

Print Name, Title, and Union Name

19. _____ Signature New York State Department of Labor

2/23/23 Date

NYS Department of
Apprentice Training

FEB 21 2023

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.
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.
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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



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Apprentice Training Program Registration Agreement

Revision

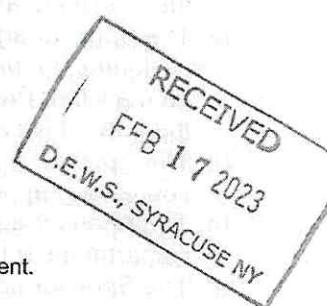
Nature of Change: Wage Revision

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

1. Name of Sponsor: Empire State Merit Apprenticeship Alliance
2. Mailing Address: 6320 Fly Rd. Suite 210A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
3. Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
4. Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
5. E-mail Address: pmhazer@meritalliance.org
6. Trade/Occupation: Skilled Construction Craft Laborer
7. No. Employees: 5 No. Apprentices: 20 No. Journeyworkers: 1,215 8. Ratio: 1:1:1:3
9. DOT Code: 869.463-580 10. Length of Program: 24 months
11. Apprentice Probationary Period: 6 months 12. Work process: Standard or Revised
13. 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"/> 1000	H <input type="checkbox"/>								
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 M Ennis
Signature of Official Sponsor Representative2/15/23 18. _____
Date _____

Signature of Union Representative

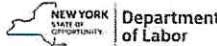
Date _____

Patricia M Ennis HR Manager
Print Name and TitlePrint Name, Title, and Union Name
NYS Dept. of Labor
Apprentice Training Program19. CRP
Signature New York State Department of LaborFEB 21 2023 2/23/23
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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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.

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Apprentice Training Program Registration Agreement

Revision

Nature of Change: Wage Revision - increase

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

1. Name of Sponsor: Empire State Merit Apprenticeship Alliance
2. Mailing Address: 6320 Fly Rd. Suite 210A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
3. Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
4. Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
5. E-mail Address: pmhazer@meritalliance.org
6. Trade/Occupation: Iron Worker (Outside)
7. No. Employees: 5 No. Apprentices: 2 No. Journeyworkers: 241 8. Ratio: 1:1,1:4
9. DOT Code: 801.361-014 10. Length of Program: 36 months
11. Apprentice Probationary Period: 9 months 12. Work process: Standard or Revised
13. 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"/>						
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 Enis 2-15-23
Signature of Official Sponsor Representative Date

18. _____ Signature of Union Representative Date

Patricia M Enis HR Manager
Print Name and Title
CRP
Signature New York State Department of Labor

Print Name, Title, and Union Name
NYS Department of Labor
Apprentice Training

FEB 21 2023

2/23/23
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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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.

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Apprentice Training Program Registration Agreement

Revision

Nature of Change: Patricia Ennis - add to sign docs

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

1. Name of Sponsor: Empire State Merit Apprenticeship Alliance
2. Mailing Address: 6320 Fly Rd. Suite 201A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
3. Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
4. Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
5. E-mail Address: pmhazer@meritalliance.org
6. Trade/Occupation: Carpenter
7. No. Employees: 5 No. Apprentices: 4 No. Journeyworkers: 447 8. Ratio: 1:1,1:4
9. DOT Code: 860.381-022 10. Length of Program: 48 months
11. Apprentice Probationary Period: 12 months 12. Work process: Standard or Revised
13. 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"/> 2000	H <input type="checkbox"/>								
\$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
Signature of Official Sponsor Representative

11-8-22
Date

Signature of Union Representative Date

Patricia M. Ennis

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Print Name and Title

Print Name, Title, and Union Name

19. CRN
Signature New York State Department of Labor

11/23/22
Date

NYS Department of Labor
Apprentice Training

NOV 17 2022

Central Office

AT 10 (11/20)

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.
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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.



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

Roberta Reardon

Roberta Reardon

Commissioner of Labor

Kathy C. Hochul, Governor



WE ARE YOUR DOL



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 black ink, appearing to read "Roberta Reardon".

Roberta Reardon
Commissioner of Labor
Kathy C. Hochul, Governor





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 black ink, appearing to read "Roberta Reardon".

Roberta Reardon
Commissioner of Labor
Kathy C. Hochul, Governor




AIA® Document A310™ – 2010
Bid Bond
CONTRACTOR:

(Name, legal status and address)
D.F. Stone Contracting, Ltd
 1230 Station Rd
 Medford NY 11763

SURETY:

(Name, legal status and principal place
 of business)
Arch Insurance Company
 3 Parkway, Suite 1500
 Philadelphia, PA 19102

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
Town of Riverhead
 4 West Second Street
 Riverhead, NY 11901

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

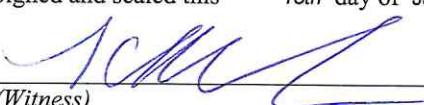
(Name, location or address, and Project number, if any)
Rebid #2 for Meetinghouse Creek Stormwater Wetland and Habitat Restoration Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of January, 2025


 (Witness)


 (Seal)

D.F. Stone Contracting, Ltd

(Principal)
President

(Title)

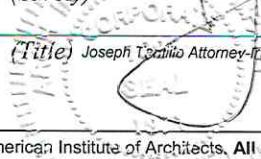

 (Witness)

(Seal)

Arch Insurance Company

(Surety)

(Title)


 (Title) Joseph Tocchio Attorney-in-Fact

061110

Init.

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1

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 Hauppauge, NY (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, 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

Regan A. Shulman, Secretary

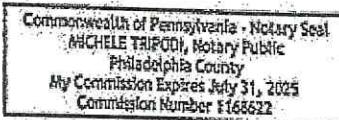


Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

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



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 the 6th day of March, 2023.

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.



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:

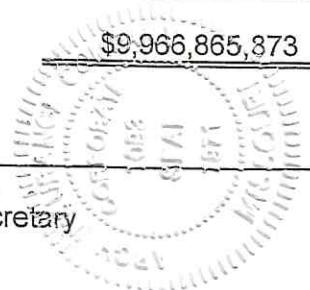


Attest:

Executive Vice President, Chief
Financial Officer and Treasurer



Executive Vice President,
General Counsel and Secretary



State of New Jersey)

SS

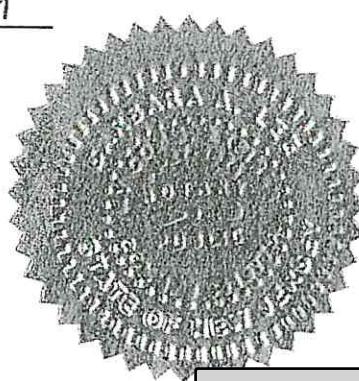
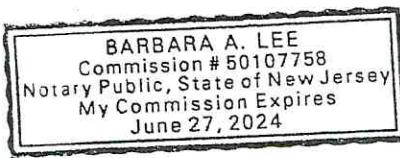
County of Hudson)

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



Individual
Acknowledgement

State of _____
County of _____ } ss.

On this _____ day of _____, 20____, before me personally came

and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same, to be known,

My commission expires _____

Notary Public

State of _____
County of _____ } ss,

On this _____ day of _____, 20____, before me personally came

to be known to me

to be a member of the firm of _____ described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires _____

Notary Public

State of New York
County of Suffolk } ss.

On this 15th day of January, 2025, before me personally came

George Heinlein

to be known to me

who being by me duly sworn, did depose and say that he is the President

of DF. Stone Contracting Ltd.

the corporation described in and which executed the above 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

Notary Public

Elizabeth Neis

State of New York
County of Suffolk } ss.

On this 15th day of January, 2025, before me personally came

Joseph Tantillo

to be known, who, being by me duly sworn, did depose and say that

he is attorney-in-fact of Arch Insurance Company

the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

MARIE FATTORUSO

NOTARY PUBLIC, STATE OF NEW YORK

Registration No. 01FA6355998

Qualified in Suffolk County

Commission Expires March 20

My commission expires 25

Notary Public

2025 RELEASE UNDER E.O. 14176