

Sandpebble Builders, Inc.

PO Box 5060

TRANSMITTAL

No. 00192

Southampton, NY 11969

Phone: 631-287-6000

Fax: 631-204-1105

PROJECT: MMS Community Library

DATE: 4/17/2013

TO: Mastic Moriches Shirley Com Library
407 William Floyd Parkway
Shirley, NY 11967

ATTN: Kerri Rosalia

REF: Masonry Probes - Leveling Sheet
For Review & Approval

PHONE: 631-399-1511

FAX: 631-399-1518

| WE ARE SENDING: | SUBMITTED FOR: | ACTION TAKEN: |
|---|--|---|
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Approval | <input type="checkbox"/> Approved as Submitted |
| <input type="checkbox"/> Letter | <input checked="" type="checkbox"/> Your Use | <input type="checkbox"/> Approved as Noted |
| <input type="checkbox"/> Prints | <input type="checkbox"/> As Requested | <input type="checkbox"/> Returned After Loan |
| <input type="checkbox"/> Change Order | <input checked="" type="checkbox"/> Review and Comment | <input type="checkbox"/> Resubmit |
| <input type="checkbox"/> Plans | | <input type="checkbox"/> Submit |
| <input type="checkbox"/> Samples | SENT VIA: | <input type="checkbox"/> Returned |
| <input type="checkbox"/> Specifications | <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Returned for Corrections |
| <input checked="" type="checkbox"/> Other: Leveling Sheet | <input type="checkbox"/> Separate Cover Via: | <input type="checkbox"/> Requested: |

| ITEM NO. | COPIES | DATE | DESCRIPTION | STATUS |
|----------|--------|------|---------------------------------------|--------|
| 001 | 01 | | 4.200 Masonry Probes - Leveling Sheet | NEW |

Remarks: Kerri,

Attached for your review, please find a copy of the Masonry Probes Leveling Sheet. Barber Brothers Contracting is the apparent low bidder.

Should you have any questions or concerns, please contact our office.

Thank you,

Kenny

CC:

Signed:

Kenny Gomez

Faxed On: ___ / ___ / ___ Faxed To: _____

Method of Transmission: Fed Ex ___ Mail ___ E-Mail ___ Fax ___ Hand Delivered ___ Number of Pages-___

LEVELLING SHEET

| COST CODE & DESCRIPTION: 4.200 MASONRY PROBES | | BIDDER #1 | BIDDER #2 | BIDDER #3 |
|--|--|---|-----------------------------------|--|
| PREPARED BY: KENNY GOMEZ LABOR & MATERIAL | | BARBER BROTHERS CONTRACTING MICHAEL BARBER | MAGNUM MASORNY INC RALPH PUCCO | A-PLUS MASONRY DANIELLE WILKINSON |
| BUDGET: | | ADDRESS: P.O. BOX 259 PORT JEFFERSON STATION PHONE: 631-928-4545 | | PD BOX 584 EASTPORT, NY 11941 631-874-8943 |
| DEMO (10) PROBE AREAS | | 14,515.76 | 22,000.00 | |
| TEMPORARY WATER TIGHT REPAIR OF (10) PROBE AREAS | | 3,250.00 | 3,300.00 | |
| BALANCE OF WORK | | 2,560.00 | 22,000.00 | |
| TOTAL LUMP SUM EXCLUDING ALTERNATES | | 28,300.00 | 47,300.00 | DECLINED TO BID |
| ALTERNATE #1: TOTAL COST TO DEMO AND WEATHER TIGHT PATCH BRICK FACADE OR STUCCO FOR EACH (ONE) ADDITIONAL PROBE AREA, AS MAY BE REQUIRED | | 2,903.68 | 3,300.00 | |
| ALTERNATE #2: HOURLY RATES | | | | |
| FORMAN | | 114.20 | 175.00 | |
| MECHANIC | | 109.20 | 160.00 | |
| HELPER | | 89.56 | 140.00 | |

THE APPARENT LOW BIDDER IS: BARBER BROTHERS CONTRACTING

MASTICS MORICHES SHIRLEY COMMUNITY LIBRARY

RFP – Masonry Probes 04-4.200

THIS BID IS DUE BY: March 22, 2013 @ 3 PM

Bids should be e-mailed to:

Kerri Rosalia, Director: Mastics Moriches Shirley Community Library at the following email address:

krosalia@gmail.com

Or mailed to: Kerri Rosalia c/o Mastics- Moriches- Shirley- Community Library, 407 William Floyd Parkway, Shirley, NY 11967.

A COPY OF THIS BID SHOULD NOT BE SENT TO SANDPEBBLE

Note: This is a PREVAILING WAGE RATE project

PROJECT DESCRIPTION:

- The existing building is constructed of brick veneer over steel studs. Many of the steel lintels are badly corroded. A structural engineer identified certain areas where further investigation is required.
- This project involves disassembling of portions of the existing brick façade at nine locations along the building perimeter and an additional probe in the stucco over hang on the west side of the building to allow for the engineers to assess the condition of the steel behind the brick façade. The work also includes temporary, water tight repairs at each probe area.
- The Library is exempt from sales tax.
- All work covered under this contract is to be scheduled for immediate execution subject to weather conditions..
- The Library will operate under normal hours during the course of this work, and every effort will be made to keep noise and other disturbances to a minimum. The safety of the staff, patrons and general public is of primary importance.
- Means of protection to the public and surrounding finishes.
- Saw cut all brick to be removed and save for possible reinstallation as per engineer's letter.

INSURANCE:

Work at this project requires certain insurance coverage as described in the attached insurance rider. Please check with your insurance provider on the type of coverage you have before taking the time to prepare a bid. If you are awarded the bid, before your contract is signed, your insurance will be reviewed for compliance.

| | |
|--|------------------------------------|
| MMS Community Library Contract 4.20: Masonry Probes | |
| Company Name: | <u>Barber Brothers Contracting</u> |
| Contractor's Signature: | <u>[Signature]</u> |

MB

ALL CONTRACTORS AND THEIR EMPLOYEES ARE TO BE LICENSED REGISTERED AND INSURED IN THE STATE OF NEW YORK TO UNDERTAKE THE PROJECT.

If you have any questions about the RFP or would like to request a site visit, (recommended) direct them to Bob Viola of Sandpebble at 631-287-6000 or BobV@Sandpebblebuilders.com.

BID DOCUMENTS:

- This Bid Form and everything attached and referenced in it
- Letter from TDM Consulting Engineer, P.C. with photos 1 - 7
- (7) Photos indicating probe areas and (1) aerial photo depicting the same areas for clarification.

This and all Sandpebble projects are Zero Tolerance job sites where there will be absolutely no consumption of drugs or alcohol at any time. Any person observed either under the influence of or consuming drugs or alcohol will be removed from the site. It is the Contractor's responsibility to properly man the job and any persons dismissed will be immediately replaced to keep the work force at full strength.

Smoking is not permitted within the building. Outdoors smoking is permitted at least 25' from any window or door.

Cell phone, tablet etc. usage (calls, texts, email, etc.) by personnel working on this project (other than a Contractor's designated supervisor for the job) is strictly prohibited. Mobile device usage is restricted to break and lunch periods.

SCOPE OF WORK:

The work includes (but is not limited to) materials, labor, equipment, insurance, and supervision to complete the following:

- Provide and erect scaffolding from the ground to roof with tie-offs to the existing building in order to provide access to the probe locations (including access by Engineer) while maintaining fall protection to the walkways below. Patch all areas affected by the scaffolding tie-offs.
- Provide all safety precautions to insure the safety of workmen, library staff and patrons as well as members of the general public
- Remove the portions of the existing brick veneer at the nine locations as indicated on the attached photos. The brick shall be removed in whole sections at the mortar joints in the least invasive manner and the bricks stockpiled in a designated location and preserved for re-use at a later date.
- Removed brick shall be cleaned free of existing mortar and made ready for reuse.
- Remove and clean any loose mortar from the area once the brick is removed.

MMS Community Library
 Contract 4.20 - Masonry Probes

Company Name: Bamber Brothers Contracting

Contractor's Signature: [Handwritten Signature]

(Handwritten initials)

- Remove the existing flashing from the steel components as necessary. Leave a minimum of 4" overlap in existing flashing within the probe area.
- After Engineers inspection, close probe opening by installing a patch to remain in place for up to 8 weeks; Fill in area with rigid insulation and expanding foam for a weather tight temporary patch.
- Saw cut the existing stucco to expose the structural components beyond for engineer inspection. Make weather tight.

Probe description / location:

Photo #1 (north corner of front overhang):

A 2'-0" by 2'-0" section of the existing stucco wall shall be removed to access the structural steel beyond.

Photo #2 (high windows at south wall):

Remove brick in order to expose the bottom flange of the existing steel lintel for structural engineer inspection and remediation design.

Photo #3 (overhanging steel at the southwest corner):

Portion of brick shall be removed at two locations to expose steel beam and support plate beyond.

Photo #4 (overhanging steel at southeast corner):

Portion of brick shall be removed at location indicated to expose steel beam and support plate beyond.

Photo #5 (west wall at clerestory):

Portion of brick shall be removed as shown at two locations along wall to expose bottom of steel lintel/beam.

Photo #6 (north side of exposed beam at front entrance):

Portion of brick shall be removed as shown to expose steel beam and support plate. As an alternate to the location shown, the probe may be provided on inside face of the wall.

The exact size and location of the probes may vary slightly depending on what is observed by the architect/engineer performing the inspection.

WORK NOT INCLUDED:

- Repair of the exposed steel
- Brick and stucco replacement.

MMS Community Library
Contract 4.20 – Masonry Probes

Company Name:

Barber Brothers Contracting

Contractor's Signature:

Michael Barber

ALTERNATE PRICING:

Unit pricing for changes to the work as may be approved by the Owner. These are listed at the end of this bid form.

- Alternate # 1: Total cost to demo/ repair brick façade or stucco for each (one) additional probe area.
- Alternate #2: Hourly rates for: foreman, mechanic, and helper. All hourly unit prices are to be inclusive of profit and overhead.

SCHEDULE:

All work to be performed as per schedule and sequence of the overall job schedule as established by the Construction Manager and shall run continuously until completion. Bids for contract work should be based on pricing that would allow the work to be completed in the following time periods:

| | |
|---------------------------------------|---|
| Submission of insurance certificates | Attached to completed bid form |
| Insurance policies, declaration pages | 2 days after notice of award |
| Scaffolding | 1 day |
| Demo & temp. repair of probes | Aprox. (3) Per day (to be scheduled by CM). |
| Balance of work | 2 days |

SUBMITTALS:

Note: Provide Four (4) copies of all submittals. If submittals are transmitted electronically, one copy is sufficient.

Submittals include but are not limited to:

- Insurance Certificates, policies, policy declaration and endorsement pages (1 original copy)
- Cell phone numbers of key personnel involved in project.

WORK NOTES:

- On a daily basis, clean up (broom clean) all debris created during the performance of this work and remove from site.
- At the completion of the work, thoroughly clean all areas accessed during the performance of the work of this contract.
- Contractor shall submit certified payroll with applications for payment.

MMS Community Library
Contract 4.20 - Masonry Probes

Company Name: Barber Brothers Contracting

Contractor's Signature: [Handwritten Signature]

MB

- Public safety and access to the Library are of utmost importance and all work shall be in compliant with OSHA and local guidelines. Whichever is more stringent shall prevail.
- Once brick is removed and areas inspected by structural engineer, fill in area with rigid insulation and expanding foam for a weather tight temporary patch.
- All scaffolding shall have safety netting which shall be maintained throughout the course of the work period.
- The probes shown on the attached photos shall be used solely as a guide by the contractor performing the work. The exact size and location may vary slightly depending what is observed by the architect/engineer performing the inspection.
- Protect the roofing surfaces and all adjacent finishes from tools, materials, and workmen activity.

GENERAL NOTES:

This Contractor shall guarantee all labor for a period of (1) one year from the acceptance of the work by the Owner / Architect / Engineer if not covered under a warranty of a longer duration. The date of "Substantial Completion" shall be considered the date of acceptance by the Architect.

Any change order work must be pre approved in writing by the Construction Manager

The Contractor shall be responsible to clean up on a daily basis all debris created by the performance of the work. In order to keep the site clean and safe, it will be required of all personnel to use Owner supplied trash receptacles for the disposal of all food and personal refuse i.e. cups, wrappers, leftovers, newspapers, etc... Failure to follow this rule will result in a back charge for labor relative to the removal of refuse.

The Contractor shall be responsible for compliance with applicable codes and regulations regarding this work. These include but are not limited to the Town of Brookhaven, Suffolk County, State of New York and OSHA.

Hours of operations: 7:00am ~ 5:00pm Monday through Friday (excluding national holidays and the day after Thanksgiving)

All personnel working or visiting the site are required to sign in and sign out with the Field Superintendent, whenever arriving or leaving the facility. *No exceptions.*

There will be a weekly safety meeting on site. Attendance is mandatory for all personnel on site on the day of the meeting. It is the responsibility of each Contractor to maintain a safety program and review it with their employees. The Field Superintendent should be notified immediately upon notice of any unsafe conditions. Each person who is entering the construction area is liable for his / her own safety, and is required to wear a "hard hat" at all times. All Contractors whose personnel do not comply with this rule will not be permitted to remain on site. Shirts, long pants and acceptable footwear are required by all Contractor employees.

| | |
|--------------------------------|------------------------------------|
| MMS Community Library | |
| Contract 4.20 - Masonry Probes | |
| Company Name: | <u>Barber Brothers Contracting</u> |
| Contractor's Signature: | <u>[Handwritten Signature]</u> |

(Handwritten mark)

The Construction Manager will generate and update a Project Schedule for all phases of the work. It is the responsibility of each Contractor to visit the site and familiarize themselves with the schedule. Each individual Contractor will be notified at least (1) one week in advance of any work that is required of said Contractor. It will be each individual Contractor's responsibility to inform the Field Superintendent of any conflict with scheduling in writing within 24hrs of said notice. All bidders must possess sufficient manpower to complete their portion of the project within agreed upon time frames found in the bid notes.

All workmen and supervisory personnel are required to wear hard hats, safety glasses, and hi visibility vests at all times while in the work areas.

BID AWARD PROCESS:

Only the quotes that are returned using this bid form signed on each page will be reviewed. It may be attached to a letter or proposal from the prospective bidders, however, no bids will be awarded if this form is not filled out or altered in any way.

Upon award of the bid, the Owner will enter into a contract with the selected Contractor. All requisitions for payment shall be submitted by the 1st and 15th of each month (originals only, no faxes / copies) and shall be processed by the Construction Manager. All requisitions for payment must be made out to the ~~Mastics-Moriches-Shirley Community Library~~ and submitted to Sandpebble. The Owner will then issue checks after approval by the Architect for distribution. Should the Construction Manager receive the Contractor's requisition for payment later than the due date, the Construction Manager will automatically process the requisition in the following requisition cycle. Lien Waivers must be signed and notarized by the Contractor with each requisition before the check is released.

SCHEDULE OF VALUES

Provide a schedule of values to be approved by Owner and Construction Manager for the following items:

| | |
|--|----------------|
| Demo (10) probe areas | \$ 14,515.76 ✓ |
| Temporary Water tight repair of (10) probe areas | \$ 3250.00 ✓ |
| Balance of Work | \$ 2560.00 ✓ |

g.v.

TOTAL LUMP SUM BID

The total bid of this proposal, including allowances, for all work required by the contract documents and the bidding guide excluding the alternates is as follows:

\$ 20,325.76 (Twenty thousand three hundred twenty five and 76/100 dollars)

(Show amount in words and figures. In case of discrepancy, the written amount will be used as the bid amount)

Total of above scheduled values to equal 100% of Lump Sum Bid

ALTERNATE PRICES AND UNIT PRICES

MMS Community Library
 Contract 4.20 - Masonry Probes

Company Name: Barber Brothers Contracting

Contractor's Signature: [Signature]

[Handwritten mark]

Alternate bid pricing for changes to the work as preapproved by the Owner: All alternate pricing listed below shall include all materials, labor, equipment, supervision, and overhead and profit.

- Alternate # 1: Total cost to demo and weather tight patch brick façade or stucco for each (one) additional probe area, as may be required. \$ 2903.68 /ea ✓

- Alternate #2: Hourly rates (include oh & profit scaffolding and equipment)

Foreman \$ 114.70 /hr
 Mechanic \$ 109.20 /hr
 Helper \$ 89.56 /hr

INSURANCE

Name of General Liability Insurance Carrier: Peerless Ins Comp

Name of Umbrella Liability Insurance Carrier: Peerless Ins Comp.

Contractor Name: Barber Brothers Contracting

Contractor Address: P.O. Box 259
Port Jefferson Sta.

Contractor Telephone: 631-928-4545

Contractor Fax: 631-928-7401

Signed by: Michael Barber

Print name: Michael Barber

Date: 4-4-13

MMS Community Library
 Contract 4.20 - Masonry Probes

Company Name: Barber Brothers Contracting

Contractor's Signature: Michael Barber

(Handwritten mark)

CONTRACTOR INSURANCE RIDER

PLEASE NOTE THAT ALL CONTRACTS AND PURCHASE ORDERS ISSUED TO THE CONTRACTOR ARE DEEMED TO INCLUDE THE FOLLOWING INSURANCE REQUIREMENTS AND INDEMNIFICATIONS:

- A. THE INSURANCE CARRIERS MUST BE RATED "A" OR "A+" WITH A.M. BEST & CO.
- B. PLEASE REVIEW THE TERMS AND CONDITIONS SET FORTH HEREIN WITH YOUR INSURANCE BROKER OR RISK MANAGER AS THERE WILL BE NO EXCEPTIONS TO THESE REQUIREMENTS.
- C. BEFORE COMMENCING WORK, THE CONTRACTOR SHALL PROCURE AND MAINTAIN INSURANCE FROM COMPANIES LICENSED IN THE STATE OF OPERATIONS AT ITS SOLE COST AND EXPENSE, UNTIL COMPLETION AND FOR ONE (1) YEAR AFTER THE DATE OF FINAL COMPLETION AND ACCEPTANCE OF THE WORK, WITH NOT LESS THAN THE LIMITS AND COVERAGE'S LISTED BELOW.
- E. THE CONTRACTOR MUST SUBMIT INSURANCE CERTIFICATES ALONG WITH A COMPLETE COPY OF ITS INSURANCE POLICIES INCLUDING ALL ENDORSEMENTS AND EXCLUSIONS FOR REVIEW BY THE OWNER'S INSURANCE BROKER OR RISK MANAGER.
- F. THE CONTRACTOR SHALL PROVIDE THE FOLLOWING INSURANCE COVERAGE:
1. COMMERCIAL GENERAL LIABILITY (CGL) POLICY (OCCURRENCE FORM) WITH AN EACH OCCURRENCE LIMIT OF \$1,000,000 AND AN AGGREGATE LIMIT OF \$2,000,000. A SEPARATE AGGREGATE LIMIT OF \$2,000,000 SHALL BE PROVIDED FOR PRODUCTS & COMPLETED OPERATIONS.
- SUCH CGL COVERAGE TO INCLUDE THE FOLLOWING:
- PREMISES/OPERATIONS COVERAGE - INCLUDING OPERATIONS CONDUCTED OFF PREMISES.
 - PRODUCTS/COMPLETED OPERATIONS COVERAGE FOR A PERIOD OF TWO YEARS AFTER THE COMPLETION OF THE WORK.
 - BLANKET CONTRACTUAL OR CONTRACTUAL LIABILITY - INCLUDING COVERAGE FOR 3rd PARTY (ACTION OVER) CLAIMS.
 - BROAD FORM PROPERTY DAMAGE.
 - PERSONAL INJURY.
 - CGL MUST BE ENDORSED TO NAME THE OWNER, SANDPEBBLE PRECONSTRUCTION INC. AND SANDPEBBLE BUILDERS INC. (THE OWNER'S CONSTRUCTION MANAGER) AS ADDITIONAL INSURED ON A PRIMARY & NON CONTRIBUTORY BASIS. ADDITIONAL INSURED COVERAGE MUST INCLUDE PRODUCTS & COMPLETED OPERATIONS.
 - PER PROJECT AGGREGATE.
 - ANY SPECIAL EXCLUSION FROM THE STANDARD UNENDORSED ISO PROPERTIES, INC., CGL FORM (CG 00-01-10-01) MUST BE APPROVED BY THE OWNER.
 - POLICY MUST CONTAIN PROPERTY DAMAGE LIABILITY COVERAGE FOR EXPLOSION, COLLAPSE, AND UNDERGROUND HAZARDS WHERE APPLICABLE.
 - BOTH THE CGL AND WORKER'S COMPENSATION POLICIES MUST CONTAIN A WAIVER OF SUBROGATION RUNNING TO THE BENEFIT OF THE OWNER, SANDPEBBLE PRECONSTRUCTION INC. AND SANDPEBBLE BUILDERS, INC.
- 1A. EXCESS LIABILITY UMBRELLA POLICY IN THE AMOUNT OF \$1,000,000. THIS LIMIT REQUIREMENT MAY BE SATISFIED THROUGH A COMBINATION OF PRIMARY AND UMBRELLA LIABILITY POLICIES.
 2. COMPREHENSIVE AUTOMOBILE LIABILITY POLICY. THIS POLICY SHALL COVER ALL OWNED, NON OWNED, LEASED AND HIRED VEHICLES WITH A COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE OF AT LEAST \$1,000,000. THIS LIMIT REQUIREMENT MAY BE SATISFIED THROUGH A COMBINATION OF PRIMARY AND UMBRELLA POLICIES.
 3. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE. A) STATUTORY COVERAGE; B) EMPLOYER'S LIABILITY INSURANCE WITH A MINIMUM LIMIT OF \$500,000.
 4. DISABILITY BENEFITS POLICY COVERING ALL EMPLOYEES.
- G. ALL INSURANCE COVERAGE PROVIDED ABOVE SHALL APPLY EQUALLY TO ALL SUBCONTRACTORS RETAINED BY A CONTRACTOR. IT IS THE OBLIGATION OF EACH CONTRACTOR TO BE CERTAIN THAT ITS SUBCONTRACTORS ARE IN COMPLIANCE.

CONTRACTOR INSURANCE RIDER (CONTINUED)

- H(A) AS A CONTRACTUAL OBLIGATION, THE CONTRACTOR AGREES TO HAVE ALL OF ITS INSURANCE CARRIERS (EXCLUDING PROFESSIONAL LIABILITY CARRIER) PROVIDE POLICY ENDORSEMENTS TO MEET THE REQUIREMENT OF PARAGRAPHS H(A) AND H(B) AND I IN THIS RIDER. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, SANDPEBBLE BUILDERS PRECONSTRUCTION, INC. & SANDPEBBLE BUILDERS INC, THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND PARTNERS (HEREAFTER COLLECTIVELY "INDEMNITIES") FROM ANY AND ALL CLAIMS SUITS, DAMAGES, LIABILITIES, PROFESSIONAL FEES, INCLUDING ATTORNEY'S FEES, COSTS, COURT COSTS, POLICY DEDUCTIBLES, EXPENSES AND DISBURSEMENTS RELATED TO DEATH, PERSONAL INJURIES OR PROPERTY DAMAGE (INCLUDING LOSS OF USE THEREOF) BROUGHT OR ASSUMED AGAINST ANY OF THE INDEMNITIES BY ANY PERSON OR FIRM, ARISING OUT OF OR IN CONNECTION WITH OR AS A CONSEQUENCE OF THE PERFORMANCE OF THE WORK OF THE CONTRACTOR UNDER THIS AGREEMENT (CONTRACT), AS WELL AS ANY ADDITIONAL WORK, EXTRA WORK, OR ADD-ON WORK, WHETHER CAUSED IN WHOLE OR PART BY THE CONTRACTOR INCLUDING ANY CONTRACTOR'S SUBCONTRACTORS AND THEIR EMPLOYEES. THE PARTIES EXPRESSLY AGREE THAT THIS INDEMNIFICATION AGREEMENT CONTEMPLATES: 1) FULL INDEMNITY IN THE EVENT LIABILITY IS IMPOSED AGAINST THE INDEMNITIES WITHOUT NEGLIGENCE AND SOLELY BY REASON OF STATUTE, OPERATION OF LAW OR OTHERWISE; AND 2) PARTIAL INDEMNITY IN THE EVENT OF ANY ACTUAL NEGLIGENCE ON THE PART OF THE INDEMNITIES EITHER CAUSING OR CONTRIBUTING TO THE UNDERLYING CLAIM IN WHICH CASE, INDEMNIFICATION WILL BE LIMITED TO ANY LIABILITY IMPOSED OVER AND ABOVE THE PERCENTAGE ATTRIBUTABLE TO ACTUAL FAULT WHETHER BY STATUTE, BY OPERATION OF LAW, OTHERWISE. WHERE PARTIAL INDEMNITY IS PROVIDED UNDER THIS AGREEMENT, COST, PROFESSIONAL FEES, ATTORNEY'S FEES, EXPENSES DISBURSEMENTS, ETC. SHALL BE INDEMNIFIED ON A PRO RATA BASIS. INDEMNIFICATION UNDER THIS PARAGRAPH SHALL OPERATE WHETHER OR NOT CONTRACTOR HAS PLACED AND MAINTAINED THE INSURANCE SPECIFIED. RECOVERY OF ATTORNEY'S FEES, COSTS, COURT COSTS, EXPENSES AND DISBURSEMENTS HEREUNDER SHALL INCLUDE ALL THOSE ATTORNEY'S FEES, COSTS, COURT COSTS, EXPENSES AND DISBURSEMENTS INCURRED IN THE DEFENSE OF THE UNDERLYING CLAIM, IN THE ENFORCEMENT OF THIS AGREEMENT IN THE PROSECUTION OF ANY CLAIM FOR INDEMNIFICATION HEREUNDER, AND IN PURSUIT OF ANY CLAIM FOR INSURANCE COVERAGE REQUIRED.
- H(B) IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS PARAGRAPH H(B) BY AN EMPLOYEE OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH H(B) SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY, OR FOR, CONTRACTOR UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFITS ACT OR OTHER EMPLOYEE ACTS. IN ADDITION TO THIS AGREEMENT, CONTRACTOR WILL ALSO BE REQUIRED TO COMPLY WITH THE INSURANCE REQUIREMENTS, IF ANY, OF EACH SPECIFIC JOB.
- I. THE CONTRACTOR RECOGNIZES THE FEDERAL OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA), LABOR LAWS OF THE STATE OF NEW YORK AND REGULATIONS ADOPTED THEREUNDER AND OTHER FEDERAL OR NEW YORK STATUTES AND REGULATIONS PERTAINING TO JOB SAFETY, PLACE UPON THE OWNER, ITS CONSTRUCTION MANAGER, AND CONTRACTOR CERTAIN DUTIES AND OBLIGATIONS, AND THAT LIABILITY FOR FAILURE TO COMPLY THEREWITH MAY BE IMPOSED ON THE OWNER, ITS CONSTRUCTION MANAGER, AND CONTRACTOR REGARDLESS OF THEIR RESPECTIVE FAULT. CONTRACTOR HEREBY AGREES THAT AS BETWEEN OWNER AND ITS CONSTRUCTION MANAGER ON ONE HAND, AND CONTRACTOR ON THE OTHER HAND, CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL SUCH LAWS AND REGULATIONS IMPOSED FOR THE PROTECTION OF PERSONS PERFORMING THE WORK UNDER ITS CONTRACT. CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER AND ITS CONSTRUCTION MANAGER HARMLESS FROM ANY AND ALL LIABILITY FOR VIOLATION OF SUCH LAWS AND REGULATIONS BY CONTRACTOR OR ANYONE WORKING UNDER ITS CONTRACT AND SHALL DEFEND ANY CLAIMS AS A RESULT THEREOF. IN THE EVENT THAT CONTRACTOR SHALL FAIL OR REFUSE TO DEFEND ANY SUCH CLAIM OR ACTION, CONTRACTOR SHALL BE LIABLE TO OWNER AND ITS CONSTRUCTION MANAGER FOR ALL COSTS OF OWNER AND ITS CONSTRUCTION MANAGER IN DEFENDING SUCH CLAIM OR ACTION AND ALL COSTS OF OWNER AND ITS CONSTRUCTION MANAGER INCLUDING ATTORNEY'S FEES IN RECOVERING SUCH DEFENSE COSTS FROM CONTRACTOR. SPECIFICALLY, AND BY WAY OF EXAMPLE, IF A FINE OR PENALTY IS IMPOSED BY OSHA (OR ANOTHER GOVERNMENTAL AGENCY) ON THE OWNER OR ITS CONSTRUCTION MANAGER DUE TO THE NEGLIGENCE, OMISSION OR INTENTIONAL ACT OF CONTRACTOR SHALL IMMEDIATELY PAY TO THE OWNER, THE AMOUNT OF ANY SUCH FINE OR PENALTY IMPOSED ON OWNER AND/OR ITS CONSTRUCTION MANAGER. IF THE CONTRACTOR APPEALS ANY SUCH PENALTY (OR DETERMINATION), AND THE APPEAL STAYS THE REQUIREMENT TO PAY SUCH FINE OR PENALTY, THE AMOUNT OF THE FINES OR PENALTIES ON THE OWNER AND ITS CONSTRUCTION MANAGER SHALL NEVERTHELESS BE PAID TO THE OWNER AND ITS CONSTRUCTION MANAGER BEFORE ANY FURTHER APPLICATIONS FOR PAYMENT FROM THE CONTRACTOR ARE PROCESSED.

CONTRACTOR INSURANCE RIDER (CONTINUED)

ALL POLICIES SHALL BE EVIDENCED BY A CERTIFICATE OF INSURANCE DESIGNATING SANDPEBBLE
PRECONSTRUCTION INC., SANDPEBBLE BUILDERS INC. AND THE OWNER AS CERTIFICATE HOLDERS AND
REQUIRING 30 DAY PRIOR WRITTEN NOTICE OF CANCELLATION.

GENERAL LIABILITY CARRIER: Peerless Ins. Company

UMBRELLA LIABILITY CARRIER: Peerless Ins. Company

• RETROACTIVE DATE: 9/1/12 - 9/1/13

I HAVE READ THE TERMS OF THIS RIDER AND I PERSONALLY CERTIFY THAT OUR CURRENT INSURANCE
COVERAGE OF CONFORMS TO ALL OF ITS REQUIREMENTS.

I ALSO AGREE TO MAINTAIN THIS COVERAGE THROUGHOUT THE TERMS OF THIS CONTRACT.

PLEASE SIGN TO INDICATE YOUR ACCEPTANCE AND RETURN THIS AGREEMENT FOR OUR RECORDS.

CONTRACTOR: Barber Brothers Contracting

SIGNATURE: Michael Barber NAME: Michael Barber

TITLE: Officer DATE: 4-4-13

ACKNOWLEDGED BY:

(MARTIN-MORICHES-SHIRLEY
COMMUNITY LIBRARY)

(SANDPEBBLE BUILDERS INC. &
SANDPEBBLE PRECONSTRUCTION INC.)

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

MB



CERTIFICATE OF LIABILITY INSURANCE

BARBE-1 OP ID: KC

DATE (MM/DD/YYYY)
03/22/13

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

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

| | | | |
|---|--|---|-----------------------|
| PRODUCER Roe Agency Inc. 126 East Main Street Patchogue, NY 11772-3139 | 631-476-4000 631-476-7648 | CONTACT NAME: (Last, First, Middle Initial) TITLE: ADDRESS: | FAX (A/G, No): |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED Barber Brothers Contracting Corp. P.O. Box 269 Pt Jefferson Station, NY 11776 | INSURER A: Peerless Insurance Company | | RAC # |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |

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.

| FORM LTR | TYPE OF INSURANCE | ACORD FORM NO. | POLICY NUMBER | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS |
|----------|---|----------------|---------------|-------------------------------|-------------------------------|--|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> contractual GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. ACCT. <input type="checkbox"/> LOC. | X X | CCP8338132 | 09/01/12 | 09/01/13 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 80,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | BA6014888 | 09/01/12 | 09/01/13 | COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED. <input checked="" type="checkbox"/> RETENTION \$ 10000 | | CU6034668 | 09/01/12 | 09/01/13 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | NO STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> P.L. EACH ACCIDENT \$ P.L. (DISEASE - EA EMP. OYRS) \$ P.L. (DISEASE - POLICY LIMIT) \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 NAMED OWNER, CONTRACTOR AND CONSTRUCTION MANAGER are included as Additional Insured via forms CQ2010 & CQ2037. Coverage is primary only as per form 23-3 pages 10 & 11 included on the policy, copy attached.
 THIS IS ISSUED AS A SAMPLE CERTIFICATE FOR INFORMATION PURPOSES ONLY

| | |
|---|---|
| CERTIFICATE HOLDER SAMPLE CERTIFICATE FOR BIDDING PURPOSES ONLY | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Patricia Markowski</i> |

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| | |
|-------------------|-----------------------|
| To: Kerri Rosalia | From: R Puco Magnum |
| Attn: | Date: 3/22/13 |
| Phone: | Re: Masonry Probe Bid |
| Fax: | No.pgs. 7 |

The Construction Manager will generate and update a Project Schedule for all phases of the work. It is the responsibility of each Contractor to visit the site and familiarize themselves with the schedule. Each individual Contractor will be notified at least (1) one week in advance of any work that is required of said Contractor. It will be each individual Contractor's responsibility to inform the Field Superintendent of any conflict with scheduling in writing within 24hrs of said notice. All bidders must possess sufficient manpower to complete their portion of the project within agreed upon time frames found in the bid notes.

All workmen and supervisory personnel are required to wear hard hats, safety glasses, and hi visibility vests at all times while in the work areas.

BID AWARD PROCESS:

Only the quotes that are returned using this bid form signed on each page will be reviewed. It may be attached to a letter or proposal from the prospective bidders, however, no bids will be awarded if this form is not filled out or altered in any way.

Upon award of the bid, the Owner will enter into a contract with the selected Contractor. All requisitions for payment shall be submitted by the 1st and 15th of each month (originals only, no faxes / copies) and shall be processed by the Construction Manager. All requisitions for payment must be made out to the Masties-Moriches-Shirley Community Library and submitted to Sandpebble. The Owner will then issue checks after approval by the Architect for distribution. Should the Construction Manager receive the Contractor's requisition for payment later than the due date, the Construction Manager will automatically process the requisition in the following requisition cycle. Lien Waivers must be signed and notarized by the Contractor with each requisition before the check is released.

SCHEDULE OF VALUES

Provide a schedule of values to be approved by Owner and Construction Manager for the following items:

| | | |
|--|-----------|---|
| Demo (10) probe areas | \$ 22,000 | ✓ |
| Temporary Water tight repair of (10) probe areas | \$ 3,300 | ✓ |
| Balance of Work | \$ 22,000 | ✓ |

TOTAL LUMP SUM BID

The total bid of this proposal, including allowances, for all work required by the contract documents and the bidding guide excluding the alternates is as follows:

\$ 47,300 (fourty seven thousand and three hundred dollars)

(Show amount in words and figures. In case of discrepancy, the written amount will be used as the bid amount)

Total of above scheduled values to equal 100% of Lump Sum Bid

ALTERNATE PRICES AND UNIT PRICES

MMS Community Library
Contract 4.20 - Masonry Probes

Company Name: MAGnum Masonry Inc

Contractor's Signature: Ralph Puer

Alternate bid pricing for changes to the work as preapproved by the Owner: All alternate pricing listed below shall include all materials, labor, equipment, supervision, and overhead and profit.

- Alternate # 1: Total cost to demo and weather tight patch brick façade or stucco for each (one) additional probe area, as may be required. \$ 3,300 /ca ✓
- Alternate #2: Hourly rates (include oh & profit scaffolding and equipment)

Foreman \$ 175 /hr ✓

Mechanic \$ 160 /hr ✓

Helper \$ 140 /hr ✓

INSURANCE

Name of General Liability Insurance Carrier:

Neefus Stype Agency Inc

Name of Umbrella Liability Insurance Carrier:

Peerless Insurance

Contractor Name:

Magnum Masonry Inc

Contractor Address:

PO Box 584 Eastport NY 11941

Contractor Telephone:

631 874-8943

Contractor Fax:

631 874-8943

Signed by:

Ralph Pucio

Print name:

Ralph Pucio

Date:

3/22/13

MMS Community Library
Contract 4.20 - Masonry Probes

Company Name: Magnum Masonry Inc

Contractor's Signature: Ralph Pucio

CONTRACTOR INSURANCE RIDER

PLEASE NOTE THAT ALL CONTRACTS AND PURCHASE ORDERS ISSUED TO THE CONTRACTOR ARE DEEMED TO INCLUDE THE FOLLOWING INSURANCE REQUIREMENTS AND INDEMNIFICATIONS:

- A. THE INSURANCE CARRIERS MUST BE RATED "A" OR "A+" WITH A.M. BEST & CO.
- B. PLEASE REVIEW THE TERMS AND CONDITIONS SET FORTH HEREIN WITH YOUR INSURANCE BROKER OR RISK MANAGER AS THERE WILL BE NO EXCEPTIONS TO THESE REQUIREMENTS.
- C. BEFORE COMMENCING WORK, THE CONTRACTOR SHALL PROCURE AND MAINTAIN INSURANCE FROM COMPANIES LICENSED IN THE STATE OF OPERATIONS AT ITS SOLE COST AND EXPENSE, UNTIL COMPLETION AND FOR ONE (1) YEAR AFTER THE DATE OF FINAL COMPLETION AND ACCEPTANCE OF THE WORK, WITH NOT LESS THAN THE LIMITS AND COVERAGE'S LISTED BELOW.
- E. THE CONTRACTOR MUST SUBMIT INSURANCE CERTIFICATES ALONG WITH A COMPLETE COPY OF ITS INSURANCE POLICIES INCLUDING ALL ENDORSEMENTS AND EXCLUSIONS FOR REVIEW BY THE OWNER'S INSURANCE BROKER OR RISK MANAGER.
- F. THE CONTRACTOR SHALL PROVIDE THE FOLLOWING INSURANCE COVERAGE:
1. COMMERCIAL GENERAL LIABILITY (CGL) POLICY (OCCURRENCE FORM) WITH AN EACH OCCURRENCE LIMIT OF \$1,000,000 AND AN AGGREGATE LIMIT OF \$2,000,000. A SEPARATE AGGREGATE LIMIT OF \$2,000,000 SHALL BE PROVIDED FOR PRODUCTS & COMPLETED OPERATIONS.

SUCH CGL COVERAGE TO INCLUDE THE FOLLOWING:
 - PREMISES/OPERATIONS COVERAGE - INCLUDING OPERATIONS CONDUCTED OFF PREMISES.
 - PRODUCTS/COMPLETED OPERATIONS COVERAGE FOR A PERIOD OF TWO YEARS AFTER THE COMPLETION OF THE WORK.
 - BLANKET CONTRACTUAL OR CONTRACTUAL LIABILITY - INCLUDING COVERAGE FOR 3rd PARTY (ACTION OVER) CLAIMS.
 - BROAD FORM PROPERTY DAMAGE.
 - PERSONAL INJURY.
 - CGL MUST BE ENDORSED TO NAME THE OWNER, SANDPEBBLE PRECONSTRUCTION INC. AND SANDPEBBLE BUILDERS INC. (THE OWNER'S CONSTRUCTION MANAGER) AS ADDITIONAL INSURED ON A PRIMARY & NON CONTRIBUTORY BASIS. ADDITIONAL INSURED COVERAGE MUST INCLUDE PRODUCTS & COMPLETED OPERATIONS.
 - PER PROJECT AGGREGATE.
 - ANY SPECIAL EXCLUSION FROM THE STANDARD UNENDORSED ISO PROPERTIES, INC., CGL FORM (CG 00-01-10-01) MUST BE APPROVED BY THE OWNER.
 - POLICY MUST CONTAIN PROPERTY DAMAGE LIABILITY COVERAGE FOR EXPLOSION, COLLAPSE, AND UNDERGROUND HAZARDS WHERE APPLICABLE.
 - BOTH THE CGL AND WORKER'S COMPENSATION POLICIES MUST CONTAIN A WAIVER OF SUBROGATION RUNNING TO THE BENEFIT OF THE OWNER, SANDPEBBLE PRECONSTRUCTION INC. AND SANDPEBBLE BUILDERS, INC.
 - 1A. EXCESS LIABILITY UMBRELLA POLICY IN THE AMOUNT OF \$1,000,000. THIS LIMIT REQUIREMENT MAY BE SATISFIED THROUGH A COMBINATION OF PRIMARY AND UMBRELLA LIABILITY POLICIES.
 2. COMPREHENSIVE AUTOMOBILE LIABILITY POLICY. THIS POLICY SHALL COVER ALL OWNED, NON OWNED, LEASED AND HIRED VEHICLES WITH A COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE OF AT LEAST \$1,000,000. THIS LIMIT REQUIREMENT MAY BE SATISFIED THROUGH A COMBINATION OF PRIMARY AND UMBRELLA POLICIES.
 3. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE. A) STATUTORY COVERAGE; B) EMPLOYER'S LIABILITY INSURANCE WITH A MINIMUM LIMIT OF \$500,000.
 4. DISABILITY BENEFITS POLICY COVERING ALL EMPLOYEES.
- G. ALL INSURANCE COVERAGE PROVIDED ABOVE SHALL APPLY EQUALLY TO ALL SUBCONTRACTORS RETAINED BY A CONTRACTOR. IT IS THE OBLIGATION OF EACH CONTRACTOR TO BE CERTAIN THAT ITS SUBCONTRACTORS ARE IN COMPLIANCE.

CONTRACTOR INSURANCE RIDER (CONTINUED)

- H(A) AS A CONTRACTUAL OBLIGATION, THE CONTRACTOR AGREES TO HAVE ALL OF ITS INSURANCE CARRIERS (EXCLUDING PROFESSIONAL LIABILITY CARRIER) PROVIDE POLICY ENDORSEMENTS TO MEET THE REQUIREMENT OF PARAGRAPHS H(A) AND H(B) AND I IN THIS RIDER. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, SANDPEBBLE BUILDERS PRECONSTRUCTION, INC. & SANDPEBBLE BUILDERS INC, THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND PARTNERS (HEREAFTER COLLECTIVELY "INDEMNITIES") FROM ANY AND ALL CLAIMS SUITS, DAMAGES, LIABILITIES, PROFESSIONAL FEES, INCLUDING ATTORNEY'S FEES, COSTS, COURT COSTS, POLICY DEDUCTIBLES, EXPENSES AND DISBURSEMENTS RELATED TO DEATH, PERSONAL INJURIES OR PROPERTY DAMAGE (INCLUDING LOSS OF USE THEREOF) BROUGHT OR ASSUMED AGAINST ANY OF THE INDEMNITIES BY ANY PERSON OR FIRM, ARISING OUT OF OR IN CONNECTION WITH OR AS A CONSEQUENCE OF THE PERFORMANCE OF THE WORK OF THE CONTRACTOR UNDER THIS AGREEMENT (CONTRACT), AS WELL AS ANY ADDITIONAL WORK, EXTRA WORK, OR ADD-ON WORK, WHETHER CAUSED IN WHOLE OR PART BY THE CONTRACTOR INCLUDING ANY CONTRACTOR'S SUBCONTRACTORS AND THEIR EMPLOYEES. THE PARTIES EXPRESSLY AGREE THAT THIS INDEMNIFICATION AGREEMENT CONTEMPLATES: 1) FULL INDEMNITY IN THE EVENT LIABILITY IS IMPOSED AGAINST THE INDEMNITIES WITHOUT NEGLIGENCE AND SOLELY BY REASON OF STATUTE, OPERATION OF LAW OR OTHERWISE; AND 2) PARTIAL INDEMNITY IN THE EVENT OF ANY ACTUAL NEGLIGENCE ON THE PART OF THE INDEMNITIES EITHER CAUSING OR CONTRIBUTING TO THE UNDERLYING CLAIM IN WHICH CASE, INDEMNIFICATION WILL BE LIMITED TO ANY LIABILITY IMPOSED OVER AND ABOVE THE PERCENTAGE ATTRIBUTABLE TO ACTUAL FAULT WHETHER BY STATUTE, BY OPERATION OF LAW, OTHERWISE. WHERE PARTIAL INDEMNITY IS PROVIDED UNDER THIS AGREEMENT, COST, PROFESSIONAL FEES, ATTORNEY'S FEES, EXPENSES DISBURSEMENTS, ETC. SHALL BE INDEMNIFIED ON A PRO RATA BASIS. INDEMNIFICATION UNDER THIS PARAGRAPH SHALL OPERATE WHETHER OR NOT CONTRACTOR HAS PLACED AND MAINTAINED THE INSURANCE SPECIFIED. RECOVERY OF ATTORNEY'S FEES, COSTS, COURT COSTS, EXPENSES AND DISBURSEMENTS HEREUNDER SHALL INCLUDE ALL THOSE ATTORNEY'S FEES, COSTS, COURT COSTS, EXPENSES AND DISBURSEMENTS INCURRED IN THE DEFENSE OF THE UNDERLYING CLAIM, IN THE ENFORCEMENT OF THIS AGREEMENT IN THE PROSECUTION OF ANY CLAIM FOR INDEMNIFICATION HEREUNDER, AND IN PURSUIT OF ANY CLAIM FOR INSURANCE COVERAGE REQUIRED.
- H(B) IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS PARAGRAPH H(B) BY AN EMPLOYEE OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH H(B) SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY, OR FOR, CONTRACTOR UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFITS ACT OR OTHER EMPLOYEE ACTS. IN ADDITION TO THIS AGREEMENT, CONTRACTOR WILL ALSO BE REQUIRED TO COMPLY WITH THE INSURANCE REQUIREMENTS, IF ANY, OF EACH SPECIFIC JOB.
- I. THE CONTRACTOR RECOGNIZES THE FEDERAL OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA), LABOR LAWS OF THE STATE OF NEW YORK AND REGULATIONS ADOPTED THEREUNDER AND OTHER FEDERAL OR NEW YORK STATUTES AND REGULATIONS PERTAINING TO JOB SAFETY, PLACE UPON THE OWNER, ITS CONSTRUCTION MANAGER, AND CONTRACTOR CERTAIN DUTIES AND OBLIGATIONS, AND THAT LIABILITY FOR FAILURE TO COMPLY THEREWITH MAY BE IMPOSED ON THE OWNER, ITS CONSTRUCTION MANAGER, AND CONTRACTOR REGARDLESS OF THEIR RESPECTIVE FAULT. CONTRACTOR HEREBY AGREES THAT AS BETWEEN OWNER AND ITS CONSTRUCTION MANAGER ON ONE HAND, AND CONTRACTOR ON THE OTHER HAND, CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL SUCH LAWS AND REGULATIONS IMPOSED FOR THE PROTECTION OF PERSONS PERFORMING THE WORK UNDER ITS CONTRACT. CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER AND ITS CONSTRUCTION MANAGER HARMLESS FROM ANY AND ALL LIABILITY FOR VIOLATION OF SUCH LAWS AND REGULATIONS BY CONTRACTOR OR ANYONE WORKING UNDER ITS CONTRACT AND SHALL DEFEND ANY CLAIMS AS A RESULT THEREOF. IN THE EVENT THAT CONTRACTOR SHALL FAIL OR REFUSE TO DEFEND ANY SUCH CLAIM OR ACTION, CONTRACTOR SHALL BE LIABLE TO OWNER AND ITS CONSTRUCTION MANAGER FOR ALL COSTS OF OWNER AND ITS CONSTRUCTION MANAGER IN DEFENDING SUCH CLAIM OR ACTION AND ALL COSTS OF OWNER AND ITS CONSTRUCTION MANAGER INCLUDING ATTORNEY'S FEES IN RECOVERING SUCH DEFENSE COSTS FROM CONTRACTOR. SPECIFICALLY, AND BY WAY OF EXAMPLE, IF A FINE OR PENALTY IS IMPOSED BY OSHA (OR ANOTHER GOVERNMENTAL AGENCY) ON THE OWNER OR ITS CONSTRUCTION MANAGER DUE TO THE NEGLIGENCE, OMISSION OR INTENTIONAL ACT OF CONTRACTOR SHALL IMMEDIATELY PAY TO THE OWNER, THE AMOUNT OF ANY SUCH FINE OR PENALTY IMPOSED ON OWNER AND/OR ITS CONSTRUCTION MANAGER. IF THE CONTRACTOR APPEALS ANY SUCH PENALTY (OR DETERMINATION), AND THE APPEAL STAYS THE REQUIREMENT TO PAY SUCH FINE OR PENALTY, THE AMOUNT OF THE FINES OR PENALTIES ON THE OWNER AND ITS CONSTRUCTION MANAGER SHALL NEVERTHELESS BE PAID TO THE OWNER AND ITS CONSTRUCTION MANAGER BEFORE ANY FURTHER APPLICATIONS FOR PAYMENT FROM THE CONTRACTOR ARE PROCESSED.

CONTRACTOR INSURANCE RIDER (CONTINUED)

ALL POLICIES SHALL BE EVIDENCED BY A CERTIFICATE OF INSURANCE DESIGNATING SANDPEBBLE PRECONSTRUCTION INC., SANDPEBBLE BUILDERS INC. AND THE OWNER AS CERTIFICATE HOLDERS AND REQUIRING 30 DAY PRIOR WRITTEN NOTICE OF CANCELLATION.

GENERAL LIABILITY CARRIER: Neefus Stype Agency Inc

UMBRELLA LIABILITY CARRIER: Peerless Insurance

• RETROACTIVE DATE: 4/11

I HAVE READ THE TERMS OF THIS RIDER AND I PERSONALLY CERTIFY THAT OUR CURRENT INSURANCE COVERAGE OF CONFORMS TO ALL OF ITS REQUIREMENTS.

I ALSO AGREE TO MAINTAIN THIS COVERAGE THROUGHOUT THE TERMS OF THIS CONTRACT.

PLEASE SIGN TO INDICATE YOUR ACCEPTANCE AND RETURN THIS AGREEMENT FOR OUR RECORDS.

CONTRACTOR: Magnum Masonry Inc

SIGNATURE: Ralph Pucco NAME: Ralph Pucco

TITLE: Pres DATE: 3/22/13

ACKNOWLEDGED BY:

(MASTICS-MORICHES-SHIRLEY
COMMUNITY LIBRARY)

(SANDPEBBLE BUILDERS INC. &
SANDPEBBLE PRECONSTRUCTION INC.)

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

MAGNU-3

OP ID: LB

DATE (MM/DD/YYYY)
03/22/2013

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

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

| | | | |
|--|--|---|----------------|
| PRODUCER Neefus-Stype Agency, Inc. 711 Union Avenue P.O. Box 2340 Aquebogue, NY 11931-2340 A. Joseph Stepnoski | Phone: 631-722-3500 Fax: 631-722-3591 | CONTACT NAME: | |
| | | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | | E-MAIL ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A : Excelsior Insurance Comapany | |
| | | INSURER B : Peerless Insurance Company | |
| | | INSURER C : | |
| | | INSURER D : | |
| | | INSURER E : | |
| | | INSURER F : | |
| INSURED Magnum Masonry, Inc. PO Box 584 Eastport, NY 11941 | | NAIC # 24198 | |

COVERAGES

CERTIFICATE NUMBER:

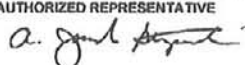
REVISION NUMBER:

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 SUBR INSR | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|-----|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | X | | CCP8843576 | 04/26/2012 | 04/26/2013 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 5,000 |
| | <input checked="" type="checkbox"/> Contractual Liab | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMPOP AGG \$ 2,000,000 |
| | | | | | | | GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> OCCUR | | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DED | <input type="checkbox"/> RETENTION \$ | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC8845177 | 04/26/2012 | 04/26/2013 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS |
| | <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N <input type="checkbox"/> | N/A | | | | E.L. EACH ACCIDENT \$ 100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is listed as additional insured with respect to general liability per policy form 22-45.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| MASTICM Mastic-Moriches-Shirley Community Library 407 William Floyd Parkway Shirley, NY 11987 | 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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Joy Van Axen

Dealt to bid

From: Ashley Lester
Sent: Friday, March 22, 2013 4:10 PM
To: Joy Van Axen; Chris Barletta
Subject: FW: Mastic Moriches Library

From: Donielle Wilkinson [mailto:donielle@aplusmasonryinc.com]
Sent: Friday, March 22, 2013 1:49 PM
To: Ashley Lester
Cc: estimating@aplusmasonryinc.com; debbie@aplusmasonryinc.com; 'Tony Melo'
Subject: Mastic Moriches Library

Ashley,

I am so sorry for the late response but we don't do this type of work. Look forward to hearing from you in the future!

Please make note of our new address, below. Have a nice weekend

Best regards,

Donielle Wilkinson
Administrator
donielle@aplusmasonryinc.com



Celebrating 20 Years!

909 Horseblock Rd Ph: (631) 981-2858
Farmingville, NY 11738 Fax: (631) 981-3472

 Please consider the environment before printing this e-mail

✓ g.v.