1. 3-9-26 Public Notice V2

   Documents:

   PUBLIC NOTICE FOR ALL MARCH 2026 MEETINGS.PDF

2. 3-9-26 Calendar

   Documents:

   3-9-26 CALENDAR.PDF

3. 3-9-26 Contracts

   Documents:

   B-2-26 NCWEB.PDF
   B-6-26 NCWEB.PDF
   E-24-26 NCWEB.PDF
   E-25-26 NCWEB.PDF
   E-26-26 NCWEB.PDF
   E-27-26 NCWEB.PDF
   E-28-26 NCWEB.PDF
   E-29-26 NCWEB.PDF
   E-30-26 NCWEB.PDF
   E-31-26 NCWEB.PDF
   E-32-26 NCWEB.PDF
   E-33-26 NCWEB.PDF
   E-34-26 NCWEB.PDF
   E-35-26 NCWEB.PDF
   E-36-26 NCWEB.PDF
   E-37-26 NCWEB.PDF

4. 3-9-26 Local Laws

   Documents:

   24-26 UPDATED VERSION.PDF
   25-26 AMENDMENT.PDF
   27-26 AMENDMENT.PDF
   29-26 UPDATED VERSION.PDF

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT THE NASSAU COUNTY LEGISLATURE WILL HOLD MEETINGS OF A **FULL SESSION OF THE LEGISLATURE** ON MONDAY, MARCH 9, 2026 AT 10 AM, FOR PRESENTATIONS, PUBLIC COMMENT AND FOR THE LEGISLATIVE CALENDAR AT THE CONCLUSION OF PRESENTATIONS AND PUBLIC COMMENTS AS PROVIDED FOR IN THE RULES OF THE LEGISLATURE, THE **COMMITTEES OF THE LEGISLATURE** ON MONDAY, MARCH **9**, 2026 STARTING AT 1:00 PM AND WILL HOLD A **FULL SESSION OF THE LEGISLATURE** ON MONDAY, MARCH **23**, 2026 AT 1:00 PM FOR PRESENTATIONS, PUBLIC COMMENT AND FOR THE LEGISLATIVE CALENDAR AT THE CONCLUSION OF PRESENTATIONS AND PUBLIC COMMENTS AS PROVIDED FOR IN THE RULES OF THE LEGISLATURE IN THE **PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1st FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501**. THE SPECIAL MEETING OF THE FULL LEGISLATURE ON MONDAY MARCH 9, 2026 AT 10:00 AM IS A POSTPONEMENT OF THE MEETING ORINALLY SCHEDULE FOR MONDAY, FEBRUARY 23, 2026, BUT RESCHEDULED BECAUSE OF THE WEATHER EMERGENCY. THIS MEETING WILL RECESS AT THE CONCLUSION OF LEGISLATIVE CALENDAR AND RECONVENE AT 6:00 PM TO
HEAR COUNTY EXECUTIVE BRUCE A. BLAKEMAN ADDRESS THE STATE OF THE COUNTY.

SPECIAL FULL LEGISLATIVE SESSION, MONDAY, MARCH 9, 2026	**10:00 AM**
COMMITTEES. MONDAY, MARCH 9, 2026	
RULES	**1:00PM**
PUBLIC SAFETY	**1:00PM**
PLANNING, DEVELOPMENT & THE ENVIRONMENT	**1:00PM**
TOWNS, VILLAGES AND CITIES	**1:00PM**
ECONOMIC AND COMMUNITY DEVELOPMENT, LABOR AND TRANSPORTATION	**1:00PM**
PUBLIC WORKS AND PARKS	**1:00PM**
HEALTH AND SOCIAL SERVICES	**1:00PM**
GOVERNMENT SERVICES AND OPERATIONS	**1:00PM**
MINORITY AFFAIRS	**1:00PM**
VETERANS & SENIOR AFFAIRS	**1:00PM**
FINANCE	**1:00PM**

MONDAY, MARCH 9, 2026: FULL LEGISLATIVE SESSION TO HEAR COUNTY EXECUTIVE BRUCE A. BLAKEMAN ADDRESS THE STATE OF THE COUNTY.	**6:00 PM**

FULL LEGISLATIVE SESSION. MONDAY, MARCH 23, 2026	**1:00PM**

Dated: FEBRUARY 26, 2026
Mineola, NY

MICHAEL C. PULITZER
Clerk of the Legislature

The Nassau County Fire Marshal's Office orders a maximum occupancy of 251 people for the Peter J. Schmitt Memorial Legislative Chamber and an additional 71 people for the legislative antechamber. Attendees who will address the Legislature must submit a written slip to the Clerk's office staff. The Rules of the Legislature limit public comment to three minutes per person. At meetings of the full Legislature, members of the public may speak during the pre-calendar public comment period and during public hearings. At meetings of the Legislature's committees and prior to the call of the first committee, members of the public may speak and on agenda items only. Individuals may scan the below QR code or email the Clerk of the Legislature at LegPublicComment@nassaucountyny.gov to have comment included in the record of the Legislative meeting. The Nassau County Legislature provides accessibility and reasonable accommodation to its public meetings for the attendance and participation of individuals with disabilities. Anyone in need of assistance should contact the Office of the Clerk of the Legislature at 516.571.4252, the Nassau County Office for the Physically Challenged at 516.227.7101 or TDD Telephone 516.227.8989. The Legislature streams every meeting live at http://www.NassauCountyNY.gov/agencies/Legis/index.html.

L E G I S L A T I V E C A L E N D A R

NASSAU COUNTY LEGISLATURE — MINEOLA, NEW YORK
SECOND MEETING — MARCH 9, 2026 10:00AM
SECOND MEETING OF 2026 — PRESENTATIONS/PUBLIC COMMENT 10:00AM
LEGISLATIVE CALENDAR 10:00AM

As per the Nassau County Fire Marshal's Office, the Peter J. Schmitt Memorial Legislative Chamber has a maximum occupancy of 200 people.

Attendees who would like to address the Legislature must submit a slip to the Clerk's office staff. Public comment is limited to three minutes per person. At meetings of the full Legislature, public comment will be heard only during the pre-calendar public comment period and during public hearings that are on the calendar. At meetings of the Legislature's committees, there is no pre-calendar public comment period. Public comment will be heard on agenda items. Public comment on any item may be emailed to the Clerk of the Legislature at LegPublicComment@nassaucountyny.gov and will be made part of the formal record of this Legislative meeting.

The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html

Scan the QR code to submit written public comment, which will be incorporated into the record of this meeting.

EVERY LEGISLATIVE MEETING IS STREAMED LIVE ON
http://www.nassaucountyny.gov/agencies/Legis/index.html

1.

HEARING ON PROPOSED LOCAL LAW NO. – 2026

A LOCAL LAW TO ESTABLISH A REAL PROPERTY TAX EXEMPTION FOR SURVIVING SPOUSES OF POLICE OFFICERS KILLED IN THE LINE OF DUTY.
24-26 (CE)

2.

HEARING ON PROPOSED LOCAL LAW NO. – 2026

A LOCAL LAW TO AMEND TITLE 86 OF THE MISCELLANEOUS LAWS OF NASSAU COUNTY REGARDING THE PROHIBITION ON THE INHUMANE RESTRAINT OF PETS.
25-26 (LE)

3.

HEARING ON PROPOSED LOCAL LAW NO. – 2026

A LOCAL LAW TO PROHIBIT THE SALE AND DISTRIBUTION OF KRATOM.
27 -26 (LE)

4.

HEARING ON PROPOSED LOCAL LAW NO. – 2026

A LOCAL LAW TO AMEND SECTION 6-2.2 OF TITLE A OF CHAPTER VI OF CHAPTER 272 OF THE NASSAU COUNTY ADMINISTRATIVE CODE, IN RELATION TO INCREASING THE MAXIMUM INCOME ELIGIBILITY LEVEL FOR THE REAL PROPERTY TAXATION EXEMPTION FOR CERTAIN PERSONS WITH LIMITED INCOME, PURSUANT TO SECTION 467 OF THE REAL PROPERTY TAX LAW.
29-26 (LE)

5.

VOTE ON PROPOSED LOCAL LAW NO. – 2026

A LOCAL LAW TO ESTABLISH A REAL PROPERTY TAX EXEMPTION FOR SURVIVING SPOUSES OF POLICE OFFICERS KILLED IN THE LINE OF DUTY.
24-26 (CE)

6.

VOTE ON PROPOSED LOCAL LAW NO. – 2026

A LOCAL LAW TO AMEND TITLE 86 OF THE MISCELLANEOUS LAWS OF NASSAU COUNTY REGARDING THE PROHIBITION ON THE INHUMANE RESTRAINT OF PETS.
25-26 (LE)

7.

VOTE ON PROPOSED LOCAL LAW NO. – 2026

A LOCAL LAW TO PROHIBIT THE SALE AND DISTRIBUTION OF KRATOM.
27 -26 (LE)

8.

VOTE ON PROPOSED LOCAL LAW NO. – 2026

A LOCAL LAW TO AMEND SECTION 6-2.2 OF TITLE A OF CHAPTER VI OF CHAPTER 272 OF THE NASSAU COUNTY ADMINISTRATIVE CODE, IN RELATION TO INCREASING THE MAXIMUM INCOME ELIGIBILITY LEVEL FOR THE REAL PROPERTY TAXATION EXEMPTION FOR CERTAIN PERSONS WITH LIMITED INCOME, PURSUANT TO SECTION 467 OF THE REAL PROPERTY TAX LAW.
29-26 (LE)

9.

RESOLUTION NO. 14 – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE AMERICAN GUITAR MUSEUM. 22-26 (PK)

10.

RESOLUTION NO. 15 – 2026

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE COUNTY EXECUTIVE OF WILLIAM P. BODKIN AS A JUDGE OF THE DISTRICT COURT OF THE COUNTY OF NASSAU FOR THE THIRD JUDICIAL DISTRICT, PURSUANT TO SECTION 21(D) OF ARTICLE 6 OF THE CONSTITUTION OF THE STATE OF NEW YORK. 28-26 (CE)

11.

RESOLUTION NO. 16 – 2026

A RESOLUTION PROVIDING FOR THE ISSUANCE OF A WARRANT DIRECTING THE TREASURER OF THE COUNTY OF NASSAU TO PAY TO THE SUPERVISORS OF THE SEVERAL TOWNS AND TO THE TREASURERS OF THE SEVERAL VILLAGES AND CITIES WITHIN THE COUNTY OF NASSAU, THE SUMS AS APPORTIONED BY THE NASSAU COUNTY LEGISLATURE BASED ON A REPORT FILED BY THE COUNTY TREASURER AND THE COUNTY CLERK, SHOWING DEPOSITS FROM MORTGAGE TAXES FOR THE QUARTER BEGINNING OCTOBER 1, 2025 THROUGH DECEMBER 31, 2025; PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 23-26 (OMB)

NOTICE IS HEREBY GIVEN that the Nassau County Executive has executed the following personal service contracts, copies of which are on file with the Office of the Clerk of the Nassau County Legislature. These contracts are listed for informational purposes only.

County of Nassau acting on behalf of the Social Services and Town of Oyster Bay.
RE: Employment Services. $ 379,982.00 ID# CLSS25000012.

County of Nassau acting on Behalf of Human Services and Family and Children's Association.
RE: OF A FCA C-1 Amend 5. $ 42,321.00 ID3 CLHS25000017.

County of Nassau acting on Behalf of Human Services and Region Care Inc. / DBA: Region Care Nursing. RE: OF A Region Care EISEP Home Care. $ 0.01
ID# CQHS25000078.

County of Nassau acting on behalf of Human Services and Unlimited Care, Inc.
RE: OF A Unlimited Care EISEP Home Care. $0.01 ID# CQHS25000082.

County of Nassau acting on behalf of Housing and Homeless Services.
RE: ESG50. $ 25,000.00 ID# CLHI25000012

County of Nassau acting on behalf of Housing and Homeless Services.
RE: ESG 50th Yr. $ 30,000.00 ID# CQHI25000021.

County of Nassau acting on behalf of Social Services and Laboratory Corporation of America Holdings. / DBA: Labcorp. RE: Genetic Parentage Testing. $ 12,000.00
ID# CLSS25000011.

County of Nassau acting on behalf of Social Services and John Mendell Shields / DBA: John M. Shields PHD ABPP. RE: Forensic Evaluations. $ 0.01 ID# CQSS25000006.

County of Nassau acting on behalf of Housing and Homeless Services and Bethany House of Nassau County Corporation. / DBA: / Bethany House. RE: ESG 50th $30,000.00
ID# CLHI25000018.

County of Nassau acting on behalf of Human Services and Hispanic Brotherhood, Inc.
RE: OF A Hispanic C-1 Amend 4. $ 20,000.00 ID# CLHS25000024.

County of Nassau acting on behalf of Health and Rehabilities Physical Therapy PLLC /
DBA: LEAP Physical Therapy. RE: Preschool Special Education-LEAP Physical Therapy.
$ 0.01 ID# CQHE25000119.

County of Nassau acting on behalf of Health and City Pro Group, Inc. / DBA: ACP-EI
RE: Preschool Special Education – City Pro Group. $ 0.01 ID# CQHE25000114.

County of Nassau acting on behalf of Social Services and Community Housing Innovations, Inc.
RE: Rental Supplement Program Administrator. $ 0.01 ID# CLSS25000013.

County of Nassau acting on behalf of Housing and Homeless Services and The Viscardi Center, Inc. RE: CDBG 49th Year. $ 0.01 ID# CLHI26000002.

County of Nassau acting on behalf of Parks and Baldwin Historical Society, Inc.
RE: Programs and Cultural Events. $ 0.01 ID3 CLPK25000003.

County of Nassau acting on behalf of Social Services and Long Island Cares, Inc. / DBA:
The Harry Chapin Food Bank. RE: Food Bank Services. $0.01 ID# CLSS25000015.

County of Nassau acting on behalf of Social Services and Island Harvest, LTD.,
DBA: Island Harvest Food Bank. RE: Food Bank Services. $ 0.01
ID# CLSS25000016.

County of Nassau acting on behalf of Budget and Legal Aid Society of Nassau County NY/
DBA: Legal Aid Society. RE: LAS – C130027 – yr 2026. $ 0.01
ID# CLBU25000018.

County of Nassau acting on behalf of Housing and Homeless Services and Family and Children's Association. RE: ESC 50th Yr. $ 35,000.00 ID# CLHI25000007.

County of Nassau acting on behalf of Human Services and Great Neck Social Center. RE: OF A Great Neck Senior Center. $ 25,000.00 ID# CLHS25000023.

County of Nassau acting on behalf of Human Services and Bellmore – Merrick Central High School District. RE: YDA – Education. $ 102,966.00 ID# CQHS25000108.

County of Nassau acting on behalf of Health and Kristen Mixon. RE: Preschool Special Education – K. Mixon. $ 0.01 ID# CQHE25000120.

County of Nassau acting on behalf of Human Services and Department of Education, Diocese of Rockville Center. $ 270,931.00 ID3 CQHS24000084.

THE NASSAU COUNTY LEGISLATURE

WILL CONVENE NEXT

COMMITTEE MEETINGS ON

MONDAY, APRIL 13TH, 2026 at 1:00 PM

AND

FULL LEGISLATURE MEETING ON

MONDAY, APRIL 27TH, 2026 at 1:00 PM

Certified: --

B-2-26

FILED BY THE CLERK OF THE NASSAU COUNTY LEGISLATURE FEBRUARY 17, 2026 3:39 PM

NIFS ID: S3C067-13G

Capital: **X**

Contract ID #: **S3C067-13G**

NIFS Entry Date:

DPW Contract Number: **S3C067-13G**

Department: Public Works

Service: **Cedar Creek Protected Water Tank S3C067-13G B02-26**

Term: **365 Consecutive Calendar Days from Notice to Proceed**

Contract Delayed:

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

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

Vendor/Municipality Info:	
Name: **Philip Ross Industries, Inc.**	ID#:**112707717**
Main Address: **88 Duryea Rd** **Melville, NY 11747** Contract Specific Address: **For Remittance:** **88 Duryea Rd, Suite 204** **Melville, NY 11747**	
Main Contact: **Stephanie Kellerman**	
Main Phone: **(631) 253-3077**	

Department:
Contact Name: **Karen Fay**
Address: **NCDPW** **3340 Merrick Road** **Bldg. R, 3rd Floor** **Wantagh, NY 11793**
Phone: **(516) 571-7523**
Email: **tdiamantis@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,cpetrucci@nassaucountyny.gov**

Contract Summary

Purpose: General Construction Services for the Cedar Creek Protected Water Tank

Procurement History: A Notice to Bidders was advertised in New York State Contract Reporter, New York Post, and the County's Solicitation Board on 6/11/2025. An Addendum and Supplement Notice to Bidders was issued on 7/3/2025 responding to vendor inquiries and extending the bid opening date to 7/22/2025. Four (4) bids were received and examined, and the bid submitted by Philip Ross Industries, Inc. in the amount of $2,833,000.00 is acceptable as the lowest responsible bidder.

Description of General Provisions: The existing steel-protected water storage tank at the Cedar Creek WICP, built in 1970, is nearing the end of its useful life. To maintain reliable water storage for use at the facility, replacement of the structure is required at

this time. The existing 250,000-gallon steel structure is a critical water supply asset that provides water to various equipment requiring wash water. Failure to have the tank available would result in a loss of storage capacity for water used by this equipment. A new 250,000-gallon ground storage tank should be constructed to replace the existing structure. This new tank will feature a low-maintenance, highly durable design, improve water quality protection, and provide enhanced structural reliability with reduced susceptibility to corrosion and weather-related conditions.

Impact on Funding / Price Analysis: Funding is provided by Capital Project 3C067 in the amount of $2,833,000.00

Change in Contract from Prior Procurement: None

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: S3C067-13G

Advertised On: 06/11/2025

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

Publicly Opened On: 07/22/2025

Number of bids received: 4

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

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

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CSW			00	PWCSWCSW	00004	PWCSWCSW 00004 3C067 016	01	$2,833,000.00
						TOTAL		**$2,833,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$2,833,000.00
Other	$0.00
Total	**$2,833,000.00**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	01/05/2026 11:49AM	Approved
NIFS Final Approval	Christopher Yansick	01/05/2026 12:04PM	Approved
Final Approval	Christopher Yansick	01/05/2026 12:04PM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	01/05/2026 12:25PM	Approved
Final Approval	Christopher Yansick	01/05/2026 12:25PM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	01/05/2026 01:17PM	Approved
Approval as to Form	Julie Silverstein	01/07/2026 03:27PM	Approved
NIFS Approval	Mary Nori	02/02/2026 02:49PM	Approved
Final Approval	Mary Nori	02/02/2026 02:49PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	01/06/2026 09:21AM	Approved
NIFA Approval	Christopher Nolan	01/30/2026 03:41PM	Approved
Final Approval	Christopher Nolan	01/30/2026 03:41PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	02/02/2026 03:26PM	Approved
DCE Compliance Approval	Robert Cleary	02/11/2026 02:22PM	Approved
Vertical DCE Approval	Arthur Walsh	02/17/2026 02:35PM	Approved
Final Approval	Arthur Walsh	02/17/2026 02:35PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	02/17/2026 03:33PM	Approved

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

B02-26

RULES RESOLUTION NO. -2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND PHILIP ROSS INDUSTRIES, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract S3C067-13G, for CEDAR CREEK PROTECTED WATER TANK - NASSAU COUNTY, NY ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of PHILIP ROSS INDUSTRIES, INC.

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

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

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 2,833,000.00, now therefore be it

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

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to follow the exact language of this form as any omission; addition or change in phraseology may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Philip Ross Industries, Inc.

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

Nassau in the penal sum of Ten Percent of Proposal Price dollars ($ 10% of P.P.) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed and sealed this 8th day of July 2025

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under

CONTRACT NO. S3C067-13G
CEDAR CREEK
PROTECTED WATER TANK

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of ninety (90) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

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

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

+ + NO TEXT ON THIS PAGE + +

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

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

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

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

Philip Ross Industries, Inc.
Contractor

by _____ (L.S.)
Title

by _____ (L.S.)
Title

by _____ (L.S.)
Title

(Corporate seal of Contractor if a corporation)

Liberty Mutual Insurance Company
Surety

by _____ (L.S.)
Title of Officer Dana Granice, Attorney-In-Fact

Witness:
Attest: _____ (L.S.)
Secretary

(Corporate seal of Surety)

+ + NO TEXT ON THIS PAGE + +

(Acknowledgment of Contractor if a corporation)
STATE OF NY)
ss.:
COUNTY OF SUFFOLK)

On this 22 day of July, 20 25, before me personally came Philip Canlucci, to me known, who being by me duly sworn did depose and say: That he/she resides in [redacted]; That he/she is the President of the Philip Ross Industries, Inc., the corporation described in, and which executed the foregoing instrument; that he/she knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; That it was so affixed by order of the Board of Directors of said corporation; that he/she signed his/her name thereto by like order.

STEPHANIE KELLERMAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KE6359965
Qualified in Suffolk County
Commission Expires June 12, 2029

Notary Public

(Acknowledgment of Contractor if a partnership)

STATE OF)
ss.:
COUNTY OF)

On this_____ day of _____, 20_____, before me personally

came _____, to me known, and known to me to

be a member of _____, the firm described in and which executed the foregoing bond or obligation, and he/she acknowledged to me that he/she subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment of Contractor if an individual)

STATE OF)
ss.:
COUNTY OF)

On this_____ day of _____, 20_____, before me personally

came _____, to me known and known to me to be the person described herein, who executed the foregoing instrument and he/she duly acknowledged that he/she executed the same.

_____
Notary Public

+ + NO TEXT ON THIS PAGE + +

(Acknowledgment by Surety Company)

STATE OF New York)
ss.:
COUNTY OF Nassau)

On this 8th day of July, 2025, before me personally came Dana Granice to me known, who being by me duly sworn, did depose and say: That he/she resides in Suffolk County, New York;

That he/she is the Attorney-In-Fact of the Liberty Mutual Insurance Company, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he/she signed his/her name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the saidfurther said that he is acquainted with Dana Granice and knows him to be the Attorney-In-Fact of said company; that the signature of the said Dana Granice subscribed to the within instrument is in the genuine handwriting of the said Dana Granice and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Cristina Pagan.

Cristina Pagan
Notary Public

CRISTINA PAGAN
Notary Public-State of New York
No. 01PA6389428
Qualified in Suffolk County
Commission Expires 3/25/2027

ACKNOWLEDGEMENT FOR PRINCIPAL

ACKNOWLEDGEMENT FOR PRINCIPAL IF CORPORATION

STATE OF NY }
COUNTY OF SUFFOLK }

ON THE 22 DAY OF July, 2025 BEFORE ME PERSONALLY APPEARED Philip Carlucci, TO ME KNOWN AND KNOWN TO ME TO BE THE pres OF **PHILIP ROSS INDUSTRIES, INC.** DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID CORPORATION.

STEPHANIE KELLERMAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KE6359965
Qualified in Suffolk County
Commission Expires June 12, 2029

Notary Public

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: [redacted]

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Camille Maitland; Colette R. Chisholm, Dana Granice, Desiree Cardlin, George O Brewster, Gerard S Macholz, Karolynne Ramirez, Katherine Acosta, Lee Ferrucci, Louis J Spina, Michelle Wannamaker, Nelly Renchwich, Peter F. Jones, Robert T Pearson, Susan Lupski, Thomas Bean, Vincent A Walsh

all of the city of Uniondale state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of July, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT – DECEMBER 31, 2024

Assets	
Cash and Bank Deposits	$4,608,826,756.00
*Bonds – U.S Government	$4,281,375,446.74
*Other Bonds	$21,566,489,527.26
*Stocks	$15,589,644,012.00
Real Estate	$86,497,925.00
Agents' Balances or Uncollected Premiums	$7,512,975,129.00
Accrued Interest and Rents	$225,249,712.00
Other Admitted Assets	$19,367,663,200.00
Total Admitted Assets	**$74,539,483,661.00**

Liabilities	
Unearned Premiums	$9,890,896,878.00
Reserve for Claims and Claims Expense	$29,467,071,865.00
Funds Held Under Reinsurance Treaties	$341,948,172.00
Reserve for Dividends to Policyholders	$954,025.00
Additional Statutory Reserve	$150,547,865.00
Reserve for Commissions, Taxes and Other Liabilities	$5,049,906,410.00
Total	**$47,104,416,171.00**
Special Surplus Funds	$174,153,086.00
Capital Stock	$10,000,075.00
Paid in Surplus	$13,209,595,772.00
Unassigned Surplus	$13,415,980,561.00
Surplus to Policyholders	$27,435,067,490.00
Total Liabilities and Surplus	**$74,539,483,661.00**

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

LMS-1262/LMIC

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

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

It is hereby certified that

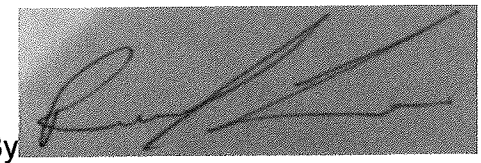
Liberty Mutual Insurance Company
of Boston, Massachusetts

a corporation organized under the laws of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $27,256,288,214. (Capital $10,000,000), as is shown by its sworn financial statement for the quarter ending, September 30, 2024, on file in this Department, prior to audit.

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

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 20th day of February 2025.

Adrienne A. Harris
Superintendent

By 

Rawle Lewis
Special Deputy Superintendent

PROPOSAL

CEDAR CREEK PROTECTED WATER TANK

NASSAU COUNTY, NEW YORK

Contract No. S3C067-13G

TO THE COUNTY OF NASSAU:

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

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: Philip Ross Industries, Inc

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

Bidder's Business Address: 88 Duryea Road Melville, NY 11747

Telephone: 631-253-3077 Date of Bid: 07/15/25

Fax: 631-253-0180 E-mail: _____

(If Bidder is an Individual, fill in the following blanks)

Name of Individual: _____

Residence of Individual: _____

(If Bidder is a Firm, fill in the following blanks)

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PROPOSAL

Name and Residence of Partner: _____

_____

Name and Residence of Partner: _____

_____

Name and Residence of Partner: _____

_____

(If Bidder is a Corporation, fill in the following blanks)

Organized under the laws of the State of: New York

Name and Residence of President: Philip Carlucci

[redacted]

Name and Residence of Vice-President: _____

_____

Name and Residence of Secretary: _____

_____

Name and Residence of Treasurer: _____

_____

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GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

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

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

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

4. That no officer or employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

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

6. The Bidder also declares that he/she has carefully examined and fully understands all the component parts of this Contract, that the Work can be performed as called for by the Contract, that he/she will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

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

I. - REJECTION OF BIDS

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

1. The Bidder fails to furnish any of the information required by the bid documents; or if

2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if

3. The bid does not strictly conform to law or the requirements of this contract; or if

4. The bid is conditional; or if

5. The bid on Unit Price Contracts, in the opinion of the Commissioner, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if

6. A determination that the bidder is not responsible is made in accordance with law.

7. Bids may be rejected if the County determines that the contractor's experience and qualifications statement does not show adequate experience with projects of similar size, scope and complexity, particularly concerning MOPO work and complex phasing and sequencing of equipment on and off-line during construction.

B. Rejection of all bids and waiver of informalities.

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

II. - UNIT PRICE CONTRACTS, COMPARISON OF BIDS

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

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

III. - LUMP SUM CONTRACTS, COMPARISON OF BIDS

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

IV. - APPRENTICESHIP TRAINING

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

PROPOSAL

TO BE COMPLETED BY CONTRACTORS SUBMITTING A BID ON S3C067-13G

ITEM NO.	APPROX. QUANTITIES	ITEMS BID WITH AMOUNT BID WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
1	Lump Sum	Remove and dispose of existing protected tank and piping. One hundred - Ninety Five Thousand Dollars DOLLARS + zero cents CENTS	N/A	N/A	195,000	-
2	Lump Sum	Provide new protected tank, piping, appurtenances, electrical and restoration. Two million, Five hundred - Eighty Eight Thousand Dollars + zero cents DOLLARS CENTS	N/A	N/A	2,588,000	-
3	Allowance	For furnishing all labor, materials, equipment and incidentals for unforeseen conditions and associated additional work. Fifty Thousand DOLLARS No CENTS	N/A	N/A	$50,000	00

TOTAL BID (Bid Item No. 1 through Bid Item No. 3): MUST BE WRITTEN IN FIGURES:

$ 2,833,000 . 00

TOTAL BID (Bid Item No. 1 through Bid Item No. 3): MUST BE WRITTEN IN WORDS:

Two million, Eight hundred + Thirty Three Thousand Dollars + zero cents
DOLLARS CENTS

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ALLOWANCES

It is expressly understood and agreed that the total Bid presented in this Proposal is the basis for establishing the amount of the Bid Security and includes the following allowances:

- Item No. 3: An allowance of fifty thousand dollars ($50,000.00) for unforeseen conditions, as specified in Section 01210 – Allowances.

All in accordance with the requirements of Division 1, Special Conditions; Section 01010, Summary of Work; Section 01210, Allowances; and Section 01500, Temporary Facilities and Controls.

Final Contract Payment for allowance items shall be based upon actual payments, and not on the approximate amounts cited herein.

DETERMINATION OF LOW BID

Determination of low Bid will be made by comparing the Total Base Bid which shall include the lump sum Bid prices and allowances.

MAJOR EQUIPMENT ITEMS

The Bidder shall fill the name and address of the one proposed manufacturer for each major equipment item tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

Specification Number	Description	Manufacturer
316333	Drilled Micropiles	Gateway Demo/ Civil 41 Bethpage Rd, Hicksville NY
331638	Ground-Level Glass Coated to Bolted Steel Water Storage Tank	Statewide Aquastore 6010 Dana E. Syracuse NY

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PROPOSAL

SUB-CONTRACTOR LIST AND SUBCONTRACT VALUE

BIDDER: Philip Ross Industries, Inc

SUBCONTRACTORS:

1. Plumbing and Gas Fitting
   a. Company: self performed
   b. Address: _____
   c. Telephone: _____
   d. Contact Name: _____
   e. Subcontract Value: $ 80,000

2. Heating, Ventilating and Air Conditioning
   a. Company: not applicable
   b. Address: _____
   c. Telephone: _____
   d. Contact Name: _____
   e. Subcontract Value: $ _____

3. Electric Wiring and Standard Illuminating Fixtures
   a. Company: Arck Electric Co
   b. Address: 75 Orville Dr; Bohemia NY
   c. Telephone: 631-277-7100
   d. Contact Name: Fred Fowler
   e. Subcontract Value: $ 110,000-

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IRAN DIVESTMENT ACT – CERTIFICATION

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

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

The Certification is as follows:

☒ **CERTIFICATION THAT THE BIDDER IS NOT ON THE LIST**

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

☐ **CERTIFICATION THAT THE BIDDER'S INVESTMENT IN IRAN IS CEASING**

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

07/15/25 Philip Carlucci, President

Signature/Date Print Name and Position

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MACBRIDE FAIR EMPLOYMENT PRINCIPLES

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

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

(1) have business operations in Northern Ireland,

Yes ☐ No ☒

if yes:

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

Yes ☐ No ☐

Contractor's Signature

Philip Ross Industries, Inc
Name of Business

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CONTRACTOR CERTIFICATION STATEMENT REGARDING STORM WATER POLLUTION AT THE WORK SITE

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

CONTRACTOR'S NAME: Philip Ross Industries, Inc

TELEPHONE NUMBER: 631-253-3077

WORK SITE OR FACILITY NAME: Cedar Creek Protected Water Tank

WORK SITE OR FACILITY ADDRESS OR OTHER IDENTIFYING DESCRIPTION:

Contract No. S3C067-13G

07/15/25 Philip Carlucci, President

Signature/Date Print Name and Position

+ + NO TEXT ON THIS PAGE + +

Appendix C:

Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and §139-j(6)(b)

Offerer Certification:

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

DATE: 07/15/25

SIGNATURE: [signature]

NAME: Philip Carlucci

TITLE: President

CONTRACTOR NAME: Philip Ross Industries, Inc.

CONTRACTOR ADDRESS: 88 Duryea Road
Melville, NY 11747

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PROPOSAL

GENERAL CONSTRUCTION

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

Bidder: Philip Ross Industries, Inc
(Individual, Firm or Corporation, as case may be)

Individual's Social Security No.: _____

Federal ID No: [redacted]

Municipal License ID Number: _____

Municipal Licensing Agency: _____

By: _____ Date: 07/15/25
(Signature of Individual, Partner or Corporate Officer)

(Print): Philip Carlucci Title: President

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: _____
Secretary

(CORPORATE)
(SEAL)

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GENERAL CONSTRUCTION

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

(Form of Affidavit where Bidder is an INDIVIDUAL)

STATE OF)

) ss.:

COUNTY OF)

_____Being duly sworn, deposes and says: That he/she is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me

This _____day of _____20_____.

_____

Notary Public

(Form of Affidavit where Bidder is a FIRM)

STATE OF)

) ss.:

COUNTY OF)

_____Being duly sworn, deposes and says: That he/she is a member of _____, the firm described in and which executed the foregoing Bid; that he/she duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me

This _____day of _____20_____.

_____

Notary Public

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GENERAL CONSTRUCTION
(Form of Affidavit where Bidder is a CORPORATION)

STATE OF New York)

) ss.:

COUNTY OF Suffolk)

Philip Carlucci Being duly sworn, deposes and says: That he/she resides at [redacted], that he/she is the President of the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he/she affixed his name thereto by like order; and that he/she has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me

This 15th day of July 20 25.

Notary Public

STEPHANIE KELLERMAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KE6359965
Qualified in Suffolk County
Commission Expires June 12, 2029

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PERFORMANCE BOND INFORMATION FORM

Construction Contract Number S3C067-13G

Name of Contract Cedar Creek Protected Water Tank

Name of Contractor Philip Ross Industries, Inc

Address 88 Duryea Road
Melville, NY 11747

Bonding Company or Person Issuing Security Bond Liberty Mutual

Address

Bonding Company Agent Alliant Insurance Services, Inc

Address 333 Earle Ovington Blvd #700
Uniondale, NY 11553

Amount of Bond 100% of CONTRACT AMOUNT

Duration of Bond – From LENGTH of PROJECT

Identification number of Bond TBA

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QUALIFICATION STATEMENT

NOTE: ALL BLANKS IN THE FORM ARE TO BE FILLED IN.
Where blanks are not applicable to your firm, so indicate in each instance.

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

41 Years _____ Months

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

as a Prime Contractor 41 yrs

as a Subcontractor 41 yrs

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

Contract Amount	Class of Work	Percent Completed	Name and Address Owner of Contracting Officer
			Please see attached
			General References

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

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

Contract Amount	Class of Work	Percent Completed	Name and Address Owner of Contracting Officer
			Please see attached
			"JANK References"

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

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Philip Ross Industries, Inc.
88 Duryea Rd
Melville, NY 11747
(631) 253-3077

TANK PROJECT REFERENCES

PROJECT:	GTS REHABILITATION
LOCATION:	TANK #2
OWNER:	SOUTH FARMINGDALE WATER DISTRICT
CONTACT:	JESSICA DEMARCO, H2M ARCHITECS & ENGINEERS
VALUE:	[redacted]
COMPLETED:	AUGUST 22ND, 2022
DESCRIPTION:	LABOR AND MATERIAL TO COMPLETE CLEANING, PREPARATION, AND INSTALLATION OF A NEW COATING SYSTEM FOR GROUNDWATER STORAGE TANK.

PROJECT:	WELLS 3 & 8 IRON REMOVAL FACILITY EQUALIZATION TANK TOP SLAB REPLACEMENT
LOCATION:	MASSAPEQUA, NY
OWNER:	MASSAPEQUA WATER DISTRICT
CONTACT:	RYAN NEILAN, D&B ENGINEERS & ARCHITECS
VALUE:	[redacted]
COMPLETED:	MAY 1ST, 2021
DESCRIPTION:	REMOVE AND REPLACE CONCRETE TOP SLAB FOR EQ TANK. LABOR AND MATERIAL TO COMPLETE PREPARATION AND ISTALLATION OF NEW COATING SYSTEM FOR EQ TANK.

PROJECT:	REPLACEMENT OF WATER STORAGE TANK AT YACO RD IN DERING HARBOR
LOCATION:	DERING HARBOR NY
OWNER:	STATEWIDE/ VLG OF DERING HARBOR
VALUE:	[redacted]
COMPLETED:	6/2018
DESCRIPTION:	NEW CONNECTIONS TO EXISTING PIPING; ACCESS LADDERS; LANDSCAPING; CUT & CAP EXISTING PIPING

PHILIP ROSS
INDUSTRIES

PROJECT:	EXTERIOR ROOF REPAIRS MAY PLACE GTS
LOCATION:	MASSAPEQUA, NY
OWNER:	MASSAPEQUA WATER DISTRICT
CONTACT:	JIM MUSKOPF, H2M ARCHITECTS & ENGINEERS
VALUE:	[redacted]
COMPLETED:	JUNE 1ST, 2018
DESCRIPTION:	LABOR AND MATERIAL TO COMPLETE CLEANING, PREPARATION, AND ISTALLATION OF THE NEW COATING SYSTEM FOR 500,000G CONCRETE GROUNDWATER STORAGE WATER.

PROJECT:	GROUND STORAGE TANK MAINTENANCE @ PLANT #'S 5, 8, & 9
LOCATION:	HICKSVILLE, NY
OWNER:	HICKSVILLE WATER DISTRICT
CONTACT:	JIM MUSKOPF, H2M ARCHITECTS & ENGINEERS
VALUE:	[redacted]
COMPLETED:	MAY 1ST, 2017
DESCRIPTION:	LABOR AND MATERIAL TO COMPLETE, PREPARATION, AND INSTALLATION OF NEW COATING SYSTEM FOR (3) CONCRETE GROUNDWATER STORAGE TANKS. (2) 2MG TANKS AND (1) 1.5MG TANK.

PROJECT:	LIDO PT IRON REMOVAL AT WELL 3
LOCATION:	LIDO PT NY
OWNER:	TOWN OF HEMPSTEAD
VALUE:	[redacted]
COMPLETED:	2/2020
DESCRIPTION:	TANK STAGE AND PLATFORMS; HELICAL PILES; STTRUCTURAL STEEL; PIPING AND CONNECTIONS

PROJECT:	REHABILITATION OF PLANT #2 1MG GROUND STORAGE TANK
LOCATION:	SOUTH FARMINGDALE, NY
OWNER:	SOUTH FARMINGDALE WATER DISTRICT
CONTACT:	ARTHUR ESCHETE, H2M ARCHITECTS & ENGINEERS
VALUE:	[redacted]
COMPLETED:	JUNE 1ST, 2006
DESCRIPTION:	LABOR & MATERIAL TO COMPLETE CLEANING, PREPARATION, AND INSTALLATION OF NEW COATING SYSTEMS FOR 1MG CONCRETE GROUNDWATER STORAGE TANK.

PHILIP ROSS
INDUSTRIES

PROJECT:	REHABILITION OF CUBA HILL RD GROUNDWATER STORAGE TANK
LOCATION:	GREENLAWN, NY
OWNER:	GREENLAWN WATER DISTRICT
CONTACT:	JIM MUSKOPF, H2M ARCHITECTS & ENGINEERS
VALUE:	[redacted]
COMPLETED:	OCTOBER 1ST, 2005
DESCRIPTION:	LABOR AND MATERIAL TO COMPLETE CLEANING, PREPARATION, AND INSTALLATION OF NEW COATING SYSTEMS FOR 1.5MG CONCRETE GROUNDWATER STORAGE TANK.

PROJECT:	REHABILITION OF STORAGE TANKS @ PLANT 11-2
LOCATION :	SOUTH HUNTINGTON, NY
OWNER:	SOUTH HUNTINGTON WATER DISTRICT
CONTACT:	JIM MUSKOPF, H2M ARCHITECTS & ENGINEERS
VALUE:	[redacted]
COMPLETED:	APRIL 1ST, 2001
DESCRIPTION:	LABOR AND MATERIAL TO COMPLETE CLEANING, PREPARATION, AND INSTALLATION OF NEW COATING SYSTEM FOR CONCRETE GROUNDWATER STORAGE TANKS.

PROJECT:	REHABILITION OF 1.5MG GROUND WATER STORAGE TANK @ PLANT #4
LOCATION:	PLAINVIEW, NY
OWNER:	PLAINVIEW WATER DISTRICT
CONTACT:	JIM MUSKOPF, H2M ARCHITECTS & ENGINEERS
VALUE:	[redacted]
COMPLETED:	JUNE 1ST, 2000
DESCRIPTION:	LABOR AND MATERIAL TO COMPLETE CLEANING, PREPARATION, AND INSTALLATION OF NEW COATING SYSTEM FOR 1.5MG GROUNDWATER STORAGE TANK

Philip Ross Industries, Inc.
88 Duryea Rd
Melville, NY 11747
(631) 253-3077

PROJECT REFERENCES

PROJECT:	Cation Exchange at wells 7,11,12
LOCATION:	Roosevelt Field
OWNER:	Town of Hempstead
CONTACT:	Shawn Cochran-D&B Engineers
VALUE:	[redacted]
COMPLETED:	Anticipated 1/26
DESCRIPTION:	Site work; construction of a new building to house the cation Exchange system;drainage system; concrete; electrical; piping; valves; ventilation system; new cation exchange system.

PROJECT:	Wellhead at Plant 8
LOCATION:	Greenlawn NY
OWNER:	Greenlawn Water District
CONTACT:	Auston Payret H2M Group
VALUE:	[redacted]
COMPLETED:	Anticipated 11/25
DESCRIPTION:	Site work; drainage; new AOP building; concrete; structural steel; piping; valves; drainage piping;landscaping

PROJECT:	AOP & PFAS at Plant 6-P contract
LOCATION:	Hicksville NY
OWNER:	Hicksville Water District
CONTACT:	Max Grabinski- H2M Group
VALUE:	[redacted]
COMPLETED:	Anticipated 5/25
DESCRIPTION:	Disconnection of existing piping; drain nitrate vessels; install new AOP system; install GAC vessels; pump skids; ancillary piping; caustic storage tank; vertical booster pumps; tablet chlorinator system; peroxide tank; chemical piping; valves

PROJECT:	PFAS at Schroeder Ave
LOCATION:	Frankin Square NY
OWNER:	Inc Vlg of Franklin Square
CONTACT:	heather Evangilista-H2M group
VALUE:	[redacted]
COMPLETED:	Anticipated 7/25

DESCRIPTION: Site work; disconnect existing piping; new chemical transfer station; concrete; site drainage system; change blow off piping; pump & motor replacement; new control panels;plumbing piping;gas piping;new PFOS building;testing.

PROJECT: Storm Hardening & Reconstruction of Pump Station 4
LOCATION: Locust Valley NY
OWNER: Locust Valley Water District
CONTACT: Melissa Ames- H2M Group
VALUE: [redacted]
COMPLETED: 12/2023
DESCRIPTION: Site work; removals; concrete; fencing; piping & valves; pumps; Water treatment equipment; instrumentation.

PROJECT: Plant 6 upgrades
LOCATION: Greenlawn NY
OWNER: Greenlawn Water District
CONTACT: Steve Mirra- H2M Group
VALUE: [redacted]
COMPLETED: 06/2023
DESCRIPTION: Removals; drainage; piping; flow meter; masonry; Carpentry; roofing; hvac; valves; domestic water; Controls; pumps; chlorinators; electric.

PROJECT: Carle Place Plant 5
LOCATION: Carle Place NY
OWNER : Carle Place Water District
CONTACT: Austin Payret- H2M Group
VALUE: [redacted]
COMPLETED: 10/2022
DESCRIPTION: Removals; concrete; masonry; metals; fencing; piping; Install AOP system; landscaping.

PROJECT: AOP & GAC at Hilton Park
LOCATION: Garden City NY
OWNER: Village of Garden City
CONTACT: Jessica Alves- H2M group
VALUE: [redacted]
COMPLETED: 7/24
DESCRIPTION: Site work; removals; paving; meter vault; GAC vessels; Chemical piping; drainage; concrete; metals; new building; Flooring; exhaust system; H202 pump skid; electric; generator; Valves; turbine booster pump; air stripper; UV reactor

PROJECT: Hicksville- AOP @ Plant 8
LOCATION: Hicksville NY
OWNER: Hicksville Water District
CONTACT: Rich Michelotti- H2M Group
VALUE: [redacted]
COMPLETED: 3/24

DESCRIPTION:	Removals; well pumps & meters; site piping; valves; Domestic piping; gas piping; UV reactor H202 tank; GAC Vessels & media; tablet chlorinator; caustic pumps; nitrate Analyzers; air stripper; blower assembly.
PROJECT:	WTP Improvements
LOCATION:	Pt Washington NY
OWNER:	Pt Washington Water District
CONTACT:	Lisa Lautato- D&B Engineers
VALUE:	[redacted]
COMPLETED:	05/2023
DESCRIPTIONS:	Removals; excavation; metals; concrete; painting; Primary clarifier; scada; odor control; abatement; Submersible pumps; UV system; grit screws.

PROJECT:	Contaminant Removal at Wells 8 & 4
LOCATION:	Garden City NY
OWNER:	Inc Village of Garden City
CONTACT:	Andrew Manfredi- H2M Group
VALUE:	[redacted]
COMPLETED:	11/21
DESCRIPTIONS:	Removals; valves; electrical; booster stations; Well pump units; drainage; AOP building; H202 reactor; Control modifications.

PROJECT:	Well 6 storm Mitigation
LOCATION:	Great Neck, NY
OWNER:	Water Authority of Great Neck North
CONTACT:	Gary Stuart CDM Smith Engineers (518) 782-4520
VALUE:	[redacted]
COMPLETED:	Completed 6/21
DESCRIPTION:	Expansion of existing facility for AOP Treatment system & GAC system; install UV system; piping for booster station; Instrumentation & controls' plumbing; HVAC; carpentry; Valves & flowmeters.

PROJECT:	AOP Treatment @ Plant BGD
LOCATION:	Bethpage, NY
OWNER:	Bethpage water District
CONTACT:	Mike Weber H2M Group (631)756-8000
VALUE:	[redacted]
COMPLETED:	Completed 2/21
DESCRIPTION:	Supply & install of new AOP treatment system; Foundation; valve pits; piping; grating; site improvements; Sply & install GAC system & all related piping; Electrical work; chlorine injection vault.

PROJECT: Well 2A Booster Pump
LOCATION: Great Neck, NY
OWNER: Water Authority of Great Neck North
CONTACT: Tom Dziki CDM Smith Engineers
VALUE: [redacted]
COMPLETED: Completed 12/20
DESCRIPTION: Construction of new well house; new generator; new electrical Service; modifications to existing booster pump station; piping; Paving; Concrete; Landscaping; HVAC & controls.

PROJECT: Wellhead treatment at Station 44
LOCATION: Elmont, NY
OWNER: Water Authority of Western Nassau
CONTACT: Max Grabinski H2M Group (631) 756-8000
VALUE: [redacted]
COMPLETED: Completed 4/20
DESCRIPTION: Installation of wellhead treatment system for removal of PFAS contamination; installation of GAC filters & related piping.

PROJECT: VOC Removal at Plant 6
LOCATION: Bethpage, NY
OWNER: Bethpage Water District
CONTACT: Andrew Manfredi, H2M (631) 631-756-8000
VALUE: [redacted]
COMPLETED: Completed 8/21
DESCRIPTION: Removals; new treatment bldg.; foundations; plbg; mechanical; New well equipment; new electrical; new treatment Facilities; install new VOC removal equipment; site work; Fencing; concrete; paving.

PROJECT: Emergency Repairs to WPCP
LOCATION: Long Beach, NY
OWNER: City of Long Beach
CONTACT: Joe Fabrizio
VALUE: [redacted]
COMPLETED: Completed 7/20
DESCRIPTION: Rehab of grit classifier system & grit channel; Conveyor screws; Piping & Appurtenances; spray wash system; grit removal pumps & motors; pressure relief valves; final settling tanks;effluent.

PROJECT: Iron removal at Plant 1
LOCATION: Roosevelt, NY
OWNER: New York American water
CONTACT: Vincent Manzo

VALUE: [redacted]
COMPLETED: Completed 12/19
DESCRIPTION: New pre-fab bldg. installation; replace chemical feed system; Install new pressure filters; replace well discharge piping; new Generator; site work including driveway; curbs & fencing.

PROJECT: Stormwater Pump Station Upgrades
LOCATION: Cedar Point Lake Pump Station
OWNER: Nassau County DPW
CONTACT: Trevor Kiernan DeBruin Engineering
VALUE: [redacted]
COMPLETED: Completed 8/20
DESCRIPTION: Removals; dewatering; new cast in place concrete pump Station; sheet piling cofferdam; install submersible axial Flow pumps; piping; instrumentation & controls; Electrical; site lighting; site work including curbs; paving; Fencing.

PROJECT: Water Treatment Plant
LOCATION: Robert Moses State Park
OWNER: NYS Office of Parks & Rec
CONTACT: Bob DeName
VALUE: [redacted]
COMPLETED: Completed 11/19
DESCRIPTION: Removals; concrete foundation; iron treatment vessels; Piping; drywells; valve pits; iron treatment system; pipe & Fittings; pumps & pump enclosures; caustic tanks; drainage; Electrical; flow records & chemical monitoring systems; painting; site work & regrading.

PROJECT: Sand Filter Rehabilitation
LOCATION: Long Beach, NY
OWNER: City of Long Beach
CONTACT: Joe Fabrizio
VALUE: [redacted]
COMPLETED: 8/17
DESCRIPTION: Removal of existing bldg. & all interiors; install new sand filter system; filter media; pumps & motors; controls panels; influent Channels; electrical; trenching; valves & accuators; screw Pumps; motor drive assemblies; replace feeders; chemical Storage tanks; secondary containment systems; above ground Storage tanks.

PROJECT:	Wellhead Treatment at Plant 5
LOCATION:	Locust Valley, NY
OWNER:	Locust Valley water District
CONTACT:	Dustin Rigos (631) 756-8000
VALUE:	[redacted]
COMPLETED:	6/15
DESCRIPTION:	Install GAC treatment system for VOC removal. Includes 2 GAC vessels; valves; associated piping & construction of Building extension to house the treatment system.

5. Have you ever failed to complete any work awarded to you? If so, when and why?

No

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

6. Has any officer or partner of your firm ever been an officer or partner of some other firm that failed to complete a construction contract?

No

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

If so, state name of individual, name of owner and reason therefor:

No

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

none

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PHILIP ROSS INDUSTRIES, INC.
88 DURYEA RD
MELVILLE, NY 11747

Quantity	Equipment	Make	Model	Serial #
1	Excavator	Hitachi	ZX330X	FF1HHT032332
1	Excavator	Hitachi		1FFDC571JGF3401100
1	Excavator	Hitachi	ZX35US	HCMADG60L00275646
1	Compact Excavator	Hitachi	2X35U5	
1	Hydraulic Excavator	Hitachi	EX200LC	14767886
1	Hydraulic Excavator	Hitachi	EX50	1BUP240227
1	Hydraulic Breaker	Ideco	MES2500	1157
1	Backhoe	'87 Ford	555B	C773880
1	Backhoe Loader	Caterpillar	430 FIT	RGS00631
1	Loader	Skidsteer	960	563128N
1	Loader	Volvo	L120C	10924
1	8" Well Point Pump	Godwin	WP200	91488870
1	8" Well Point Pump	Godwin	WP200	90572275
5	Office Trailers			
3	Tag along Trailers	Interstate	14RBS	
1	Dozer Crawler	Cat	DC3XL	4TS1013
1	High Reach Rotator	Manitou	MRT2150PT4	770491
1	Heavy Duty Lathe	Poreba	TPK90/5M	79-1179-561
1	Generator	Multiequip	DCA150SSJU3C	7600593
1	Skidsteer	Kubota	SVL75-2HFWC	306-1635

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

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of Work	In What Capacity
Philip Carlucci	President	41	all phases	owner

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

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

Item	Description, Size Capacity, Year, Etc.	Year of Service	Present Location
Please see attached			

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

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

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

none

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

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12. In what manner have you inspected this proposed work?

Explain in detail.

Plans and Specs

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

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

Plans and Specs

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

Philip Carlucci

14. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
GL	Wesco Ins	1mill / 2mill	11/25-11/26
Auto	"	1mill	" "
Umbrella	"	5mill	" "
Worker Comp	Cone Power	Statutory	" "

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Philip Carlucci

[redacted]

Employment:

1984 – Present	Philip Ross Industries, Inc., Melville, NY- President and Project Manager

Experience:

- Sole owner responsible for all phases and departments of company
- Supervisor of all field and administrative personnel
- Project management and coordination.
- Oversight of bids and estimating department in order to continually improve win ratios.
- Sales meetings and making presentations to current and potential customers.
- Oversight of billing and accounting department.
- Field engineering & interpretation engineering blueprints & specifications to identify and describe work scope changes.
- Setting the profit margin for the project and responsible to track job progress, schedule and material costs.
- Attend project meetings with the owners and engineers continually communicating with the various parties and reacting to their needs in a timely manner.
- Oversight of implementation of new technologies and software both in the office and in the field.
- Supervision of all project managers and subcontractor relationships.

Skill Areas:

- Excellent communication skills, both verbal and written.
- Proven engineering/project management skills.
- Ability to identify, prioritize, delegate and conduct appropriate follow up on all variations of project phases.
- Strong planning & organizational skills.
- OSHA oversight and compliance.

- Identify project costs and devise creative alternate solutions/options to common industry obstacles with saved the company time and money.
- Developed relationships with qualified, reliable & competitive subcontractors and vendors.

Education:

State University of NY- Farmingdale Campus
Associates in Business Administration- 1983

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Philip Carlucci, President — 07/15/25
Name and Title of Authorized Representative — m/d/yy

Signature — 07/15/25
Date

Philip Ross Industries, Inc
Name of Organization

88 Duryea Road Melville, NY 11747
Address of Organization

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

Instructions for Certification

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined by 28 CFR Part 69, the State must include the language of the certification below in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and require all subrecipients to certify and disclose accordingly. Subrecipients should refer to the regulations cited above and should also review the instructions included in the regulations before completing this form.

The subrecipient certifies, to the best of its knowledge and belief, that

(a) 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 or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients 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 the 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 failure.

Philip Carlucci , President
Name and Title of Authorized Representative

Signature

07/15/25
Date m/d/yy

Philip Ross Industries, Inc 88 Duryea Rd Melville, NY 11747
Name and Address of Organization

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. S3C067-BG

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

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
Philip Ross Industries, Inc 88 Duryea Road Melville, NY 11747 Federal ID No.: [redacted]	Cedar Creek Protective Water Tank Nassau County, New York	07/15/25	$2,833,000.00

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

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

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

Subcontractor's Name, Address and Federal ID No.	Check (✓) *only* one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventiliating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Hwor Electric Co 75 Orville Dr Federal ID No. Bohemia NY	☐	☐	☒	electric	$110,000-
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

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

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

Company Authorized Signature: _____ Title: President Date: 07/15/25

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BRUCE BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

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

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: Philip Ross Industries, Inc

Contract Title: Cedar Creek Protected Water Tank

Contract Number: 83C067-13G

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

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

Signature

07/15/25
Date

Philip Carlucci
Print Name

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

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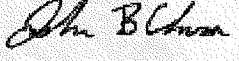
NASSAU COUNTY

Vendor Code of Ethics

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

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

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

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

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Section 10.01 Reporting Gift Requests
Section 10.02 Reporting Material Changes

Section 10.03 Reporting Violations and Overpayments
Chapter 11: PROHIBITION ON RETALIATION
Section 11.01 Prohibition

Chapter 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor means any individual or entity seeking to or doing business

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

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

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

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

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

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

Section 3.02 Personal Relationships

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

not necessarily prohibited.

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

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

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

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

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

Section 3.03 Contingent Fees

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

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

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

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

Section 4.02 Restrictions Post Award

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

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

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

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

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

Section 5.02 Personal Business Dealings

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

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

Section 5.03 Disclosure and Cooperation

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

Section 5.04 Confidential Information

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

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

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

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

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

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

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

Section 6.02 Appearance Before Former Agency-Life Time Bar

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

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

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

Section 7.02 Non-Communication of Bid

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

Section 7.03 Bid Submission

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

Chapter 8: DISTRIBUTION AND CERTIFICATION

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

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

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

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

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

Section 8.02 Vendor Certifications

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

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

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

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

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

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

Section 8.03 Subcontractor Certifications

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

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

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

Section 9.02 Civil/Criminal Penalties

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

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

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

Section 10.02 Reporting Material Changes

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

Section 10.03 Reporting Violations and Overpayments

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

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

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

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

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid Proposal No.: S3C067-136

Project Description: Cedar Creek Protected Water Tank

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

Executed this 21st day of July 2025

By: Donna DeFede, Pres. Signature of Authorized Official

Donna DeFede, Pres. Name and Title of Authorized Official

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: Bohemia Garden Center, Inc.

Bid Proposal No.: S3C067-13G

I, Donna DeFede, President, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on 7/21/25 and that I understand it and will comply with this Code in my participation in procurements between Philip Ross Industries, Inc. (Vendor name) and Nassau County.

Executed this 21st day of July, 2025.

By Donna DeFede Signature of Employee

Donna DeFede, President Name and Title of Employee

CERTIFICATION REGARDING
DISTRIBUTION OF
NASSAU COUNTY VENDOR CODE OF
ETHICS

Bid Proposal No. S3C067-136

Project Description: Cedar Creek Protected Water Tank

The prospective bidder participant Darr Const. Equip. Corp. subcontractor, subconsultant or supplier name) hereby certifies by submission of this bid or proposal that if awarded the contract(s) in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of those employees participating in the procurement.

Executed this 21st day of July, 25

By: [signature] Signature of Authorized Official

Michael Cannetti / V.P. Sect. Name and Title of Authorized Official

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: Darr Const. Equip. Corp.

Bid Proposal No: S3C067-13G

I, Michael Cannetti, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on 07/21/2025 and that I understand it and will comply with this Code in my participation in procurements between Darr Const Equip Corp (Vendor name) and Nassau County.

Executed this 21st day of July 20 25

By: Michael Cannetti Signature of Employee

Michael Cannetti / V.P./Sect. Name and Title of Employee

CERTIFICATION REGARDING
DISTRIBUTION OF
NASSAU COUNTY VENDOR CODE OF
ETHICS

Bid/Proposal No. S3C067-136

Project Description Cedar Creek Protected Water Tank

The prospective lower tier participant Gramercy Group, Inc. subcontractor, subconsultant or supplier name here certifies by submission of this bid or proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract in connection with the Nassau County bid or proposal number referenced above by the best of its knowledge and belief that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employees participating in the procurement.

Philip Ross Industries Inc

Executed this 21st day of July 20 25

By Joanna Parziale signature of authorized official

Joanna Parziale, President/CEO name and title of authorized official

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company Gramercy Group, Inc.

Bid Proposal No. S3C067-13G

I, Joanna Parziale, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on 7/21/25 and that I understand it and will comply with this Code in my participation in procurements between Gramercy Group, Inc. (Vendor name) and Nassau County.

Executed this 21st day of July, 20 25

By: Joanna Parziale
Signature of Employee

Joanna Parziale, President/CEO
Name and Title of Employee

NEW YORK STATE | Environmental Facilities Corporation

New York State Environmental Facilities Corporation
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT
NEW YORK STATE FINANCIAL ASSISTANCE PROGRAMS

I, Philip Carlucci (Name of Representative), am the authorized representative of Philip Ross Industries, Inc (Name of Contractor/Service Provider).
I hereby certify that Philip Ross Industries, Inc (Name of Contractor/Service Provider) will abide by the equal employment opportunity (EEO) policy statement provisions outlined below.

(i) The Contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to Water Grant projects.

(ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this Water Grant project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(iii) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(iv) The Contractor shall comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status.

(v) The Contractor will include the provisions of subdivisions (i) through (iv) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

X _____

Contractor/Service Provider Representative

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

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

CERTIFICATE OF CONTRACTOR REGISTRATION

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

Philip Ross Industries Inc.
88 Duryea rd
Suite 204
Melville, New York 11747
Phone Number: 6312533077
Registration Number: 24-636KH-CR
Date of Issue: 2024-12-10
Expiration Date: 2026-12-29

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

Roberta Reardon
Commissioner
New York State Department of
Labor

PLUMBERS LOCAL UNION No. 200

OF THE

UNITED ASSOCIATON OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA

RICHARD P. BROOKS
Business Manager
Fin.Sec./Treasurer

MARIO MATTERA
Business Agent

JOE SQUICCIARINI
Business Agent

2123 5TH AVENUE, RONKONKOMA, N.Y. 11779
(631) 981-2158
Email: rpbrooks@plu200union.us

ED TEDLA
Organizer

JAY MARELLI
President

PAUL MASON
Vice President

EDWARD YOUNG
Rec. Secretary

July 18, 2025

TO: Nassau County DPW

Project: Cedar Creek protected water tank
Contract #S3C067-13G

Please be advised that Plumbers Local Union # 200 has Apprenticeship Training Program, (Sponsor Code 00337, ATP Code 13180) that is approved by the New York State Department of Labor and the Federal Department of Labor.

Philip Ross Industries, Inc. is signatory to an agreement with Plumbers Local Union # 200 and contributes, subscribes, and actively participates in apprenticeship training program and is a contractor in good standing.

Being signatory to our agreements, Philip Ross Industries, Inc. may, at their discretion, employ apprentices that are indentured in our program.

If you have any questions about our program or Philip Ross Industries, Inc., please contact me at the Union office.

Sincerely,

Richard P. Brooks
Business Manager
Financial Secty/Treasurer

RPB/ds

International Union of Operating Engineers

Local Unions 138, 138A, 138B & 138C
P (631) 694-2480 F (631) 753-6760 www.local138.com

Nassau & Suffolk Counties
P.O. Box 206, Farmingdale, New York 11735-0206

JOHN DUFFY
BUSINESS MANAGER & TREASURER

WILLIAM K. DUFFY, Jr. — President
JOHN J. DUFFY — Vice President
ANTHONY MALIZIA — Recording Corresponding Secretary
DENNIS S. ADRIAN — Financial Secretary

July 21, 2025

Nassau County DPW

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
Philip Ross Industries, Inc.

Project: Cedar Creek Protected Water Tank

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to **Philip Ross Industries, Inc.,** to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2028. The ATP complies with all provisions of Suffolk and Nassau County Law.

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

Sincerely,

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

ASSOCIATION OF
CONCRETE
CONTRACTORS
OF NEW YORK, INC.

October 21, 2024

To Whom It May Concern:

Re: York Concrete Corp.

This will serve to confirm that York Concrete Corp., One Plumb Court, Huntington Sta, NY 11746 (631-423-0282), yorkconcorp@aol.com, is a member in good standing with the Association of Concrete Contractors of New York, Inc.

York Concrete Corp. has executed Designation Bargaining Agent Forms with the Association for Collective Bargaining Agreements with the following Unions/District Councils:

General Building Laborers' Local No. 66
North Atlantic Regional Council of Carpenters – Local 290

By virtue of its membership in the Association and having executed the designation form, York Concrete Corp. is bound to the Association's Collective Bargaining Agreements with the Union.

All of the above listed Local Unions/District Councils, have NYSDOL approved apprentice programs.

Respectfully submitted,

Richard Ziskin
Counsel

RZ/dlh

6268 Jericho Tpk. • Ste. 12A • Commack, NY 11725 • Tel (631) 486-6000 • Fax (631) 462-1486 • acc-newyork.com • E-mail: accofny@gmail.com

General Building Laborers' Local Union No. 66

JOINT APPRENTICESHIP TRAINING COMMITTEE
1600 WALT WHITMAN ROAD, P.O. BOX 667, MELVILLE, L.I., N.Y. 11747-0667
Tel.: (631) 454-2330 • Fax: (631) 454-7849

DAVID MALICO, *Chairman*
VINCENT ALU
THOMAS BRUSH
GARY JUNE

ANTONIO FERREIRA
THOMAS HAYES
DAVID KOEHLER
JOHN O'HARE

July 21, 2025

Nassau County Department of Public Works

Re: Cedar Creek Protected Water Tank Contract S3C067-13G

*****FOR THIS PROJECT ONLY*****

To Whom It May Concern:

Darr Construction Equipment Corp., whose mailing address is 870 Sylvan Avenue, Bayport, NY 11705 is currently signatory to a collective bargaining agreement with General Building Laborers' Local No. 66 of 1600 Walt Whitman Rd. Melville NY 11747. Said agreement is currently in effect for the Nassau County Department of Public Works jobsite location is 3340 Merrick Road, Wantagh, NY 11793.

Darr Construction Equipment Corp. must remain in good standing according to the collective bargaining agreement VALID FOR THE DURATION OF THIS PROJECT. A new letter of participation with our apprenticeship program can be requested for new projects in the future.

As a result, Darr Construction Equipment Corp., is a participant in the General Building Laborers' Local No. 66 NY State Sponsor #01789 registered Apprenticeship Program with the NY State Department of Labor and therefore entitled to have Local No. 66 NY State registered Construction Craft Laborer apprentices dispatched to the company for the purpose of employment for the Cedar Creek Protected Water Tank Contract S3C067-13G jobsite ONLY, at the above location.

Please contact our office if validation of this letter is needed. Our letters are job specific.

Respectfully,

David Malico
Gen. Bldg. Laborers' Local #66 JATC

International Union of Operating Engineers

Local Unions 138, 138A, 138B & 138C
P (631) 694-2480 F (631) 753-6760 www.local138.com

Nassau & Suffolk Counties
P.O. Box 206, Farmingdale, New York 11735-0206

JOHN DUFFY
BUSINESS MANAGER & TREASURER

WILLIAM K. DUFFY, Jr.
President

JOHN J. DUFFY
Vice President

ANTHONY MALIZIA
Recording Corresponding Secretary

DENNIS S. ADRIAN
Financial Secretary

July 21, 2025

Nassau County Department of Public Works

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
DARR Construction Equipment Corp.

Project: Cedar Creek Protected Water Tank
Contract No.: S3C067-13G

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to **DARR Construction Equipment Corp.,** to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2028. The ATP complies with all provisions of Suffolk and Nassau County Law.

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

Sincerely,

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

LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1611 LOCUST AVENUE
BOHEMIA, N.Y. 11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

FUND ADMINISTRATOR
ANNALISA C. DEFALCO, ESQ.

TRAINING DIRECTOR
DENNIS J. FEENEY

BOARD OF TRUSTEES
GEORGE F. TRUICKO, JR.
GEORGE S. TRUICKO
WILLIAM FLYNN
FRANK DAMIANO, JR.
MARC HERBST
JASON GOLDEN
DONNA DEFEDE
PHILIP BEYER

Re: Road and Heavy Construction Laborers' Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

July 21, 2025

Owner : Nassau County Department of Public Works
Description : Cedar Creek Protected Water Tank

Contract/Bid No. : S3C067-13G

TO WHOM IT MAY CONCERN:

This letter shall confirm that the Local 1298 Joint Apprenticeship Training Program ("Training Program") is a registered And approved program under New York State and Federal regulations and guidelines. The Training Program is co-sponsered by the Road and Heavy Construction Laborers' Union No. 1298 ("Union") and the employers that are signatory to a Collective Bargaining Agreement ("CBA") with the Union. This letter will further comfirm that _ Darr Constrution Equipment Corp. is a current signatory to the CBA with the Union for the period June 1,2022, through May 31, 2026.

Any additional questions should be directed to my attention.

Sincerely,

Frank Schweizer
Joint Apprenticeship Training Fund

General Building Laborers' Local Union No. 66

JOINT APPRENTICESHIP TRAINING COMMITTEE
1600 WALT WHITMAN ROAD, P.O. BOX 667, MELVILLE, L.I., N.Y. 11747-0667
Tel.: (631) 454-2330 • Fax: (631) 454-7849

DAVID MALICO, *Chairman*
VINCENT ALU
THOMAS BRUSH
GARY JUNE

ANTONIO FERREIRA
THOMAS HAYES
DAVID KOEHLER
JOHN O'HARE

July 21, 2025

Nassau County Department of Public Works

Re: Cedar Creek Protected Water Tank

*****FOR THIS PROJECT ONLY*****

To Whom It May Concern:

A.M. Marca, Inc., whose mailing address is 361 Newbridge Road, East Meadow, NY 11554 is currently signatory to a collective bargaining agreement with General Building Laborers' Local No. 66 at 1600 Walt Whitman Rd. Melville, NY 11747. Said agreement is currently in effect for the Nassau County Department of Public Works jobsite location is 3340 Merrick Road, Wantagh, NY 11793.

A.M. Marca, Inc., must remain in good standing according to the collective bargaining agreement VALID FOR THE DURATION OF THIS PROJECT. A new letter of participation with our apprenticeship program can be requested for new projects in the future.

As a result, A.M. Marca, Inc., is a participant in the General Building Laborers' Local No. 66 Apprenticeship Program Sponsor #01789 with the NY State Department of Labor and therefore entitled to have Local No. 66 NY State registered Construction Craft Laborer apprentices dispatched to the company for the purpose of employment for the Cedar Creek Protected Water Tank Contract jobsite ONLY, at the above location.

Please contact our office if validation of this letter is needed. Our letters are job specific.

Respectfully,

David Malico
Gen. Bldg. Laborers' Local #66 JATC

LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1611 LOCUST AVENUE
BOHEMIA, N.Y. 11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

FUND ADMINISTRATOR
ANNALISA C. DEFALCO, ESQ.

TRAINING DIRECTOR
DENNIS J. FEENEY

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FRANK DAMIANO, JR.
MARC HERBST
JASON GOLDEN
DONNA DEFEDE
PHILIP BEYER

Re: Road and Heavy Construction Laborers Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

July 21, 2025

Owner	: Nassau County DPW
Description	: Cedar Creek
Contract/Bid No.	: S3C067-13G

TO WHOM IT MAY CONCERN:

This letter shall confirm that the Local 1298 Joint Apprenticeship Training Program ("Training Program") is a registered and approved program under New York State and Federal regulations and guidelines. The Training Program is co-sponsored by the Road and Heavy Construction Laborers' Union Local No. 1298 ("Union") and the employers that are signatory to a Collective Bargaining Agreement ("CBA") with the Union. This letter will further confirm that Bohemia Gardens is a current signatory to the CBA with the Union for the period June 1, 2022, through May 31, 2026.

Any additional questions should be directed to my attention.

Sincerely,

Frank Schweizer
Joint Apprenticeship Training Fund

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED DBE/MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Philip Ross Industries
Address (street/city/state/zip code):	88 Duryea Rd Suite 204 Melville, NY 11747
Authorized Representative (name/title):	Joseph Knapp/Estimator
Authorized Signature:	Joseph Knapp
Contract Number:	S3C067-13G
Contract/Project Name:	CEDAR CREEK PROTECTED WATER TANK
Contract/Project Description:	REMOVE AND DISPOSE OF EXISTING PROTECTED TANK AND PIPING AND PROVIDE NEW PROTECTED TANK, PIPING, APPURTENANCES, ELECTRICAL AND RESTORATION

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

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract			
Total DBE Dollar Amount	$0.00	DBE Contract Percentage	
Total MBE Dollar Amount	$601,850.00	MBE Contract Percentage	
Total WBE Dollar Amount	$83,300.00	WBE Contract Percentage	
Total SDVOB Dollar Amount	$0.00	SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount	$685,150.00	Combined M/WBE/SDVOB Contract Percentage	

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

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

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: GATEWAY DEMO/CIVIL Address: 41 BETHPAGE RD City: HICKSVILLE State/Zip Code: NY 11801 AuthorizedRepresentative: Telephone No. 516-935-1700		Amount ($): $578,000.00 Award Date:	Start Date: Completion Date:
Name: PCS PUMP AND PROCESS, INC. Address: 39 PLYMOUTH ST., STE 1 City: FAIRFIELD State/Zip Code: NJ 07004 Authorized Representative: Telephone No. 973-575-7464		Amount ($): $23,850.00 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: DARR CONSTRUCTION EQUIPMENT CORP. Address: 870 SYLVAN AVENUE City: BAYPORT State/Zip Code: NY 11705 Authorized Representative: Telephone No. 631-419-1801	EXCAVATION/SITE WORK	Amount ($): $33,300.00 Award Date:	Start Date: Completion Date:
Name: BOHEMIA GARDENS Address: 608 JOHNSON AVE, SUITE #1 City: BOHEMIA State/Zip Code: NY 11716 Authorized Representative: Telephone No. 631-580-3140	SEEDING/LANDSCAPING	Amount ($): $6,000.00 Award Date:	Start Date: Completion Date:
Name: GRAMERCY Address: 3000 BURNS AVENUE City: WANTAGH State/Zip Code: NY 11793 Authorized Representative: Telephone No.516-876-0020	REMOVAL OF EXISTING WATER STORAGE TANK	Amount ($): $44,000.00 Award Date:	Start Date: Completion Date:

Part 6- SDVOB Information (use additional blank sheets as necessary):

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

COUNTY OF NASSAU

DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: December 2, 2025

SUBJECT: Contract No: S3C067-13G, Cedar Creek Protected Water Tank
Philip Ross Industries
Responsibility Determination Memorandum

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements". NY CLS St. Fin §163 (1) (c). This standard is applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast,* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

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

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred.

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

4. Past Performance
   Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

SUBJECT: Contract No: S3C067-13G, Cedar Creek Protected Water Tank
Philip Ross Industries
Responsibility Determination Memorandum

Nassau County Procurement Policy Requirements

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

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

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.
>
> A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

SUBJECT: Contract No: S3C067-13G, Cedar Creek Protected Water Tank
Philip Ross Industries
Responsibility Determination Memorandum

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Vendor Affiliate Adverse Information

Vendor reports that it was fined a thousand dollars by the New York State Public Service Commission (PSC) for failing to have a valid one call ticket and damaging a gas line during excavation. The consent order with PSC noted that the Vendor was cooperative and fully complied with the terms of the consent order.

Vendor has successfully performed County contract work. In the past, the Department has been satisfied with the safety measures implemented by the Vendor on a prior County construction project, and the work performed by the Vendor, and has concluded that the Vendor is a responsible vendor for the performance of the scope of work in Contract S3C067-13G.

Jane Houdek
Attorney for DPW

JH:pl

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Philip Ross Industries, Inc.

2. Amount requiring NIFA approval: $2,833,000.00

Amount to be encumbered: $2,833,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to 365 Consecutive Calendar Days from Notice to Proceed

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other

Federal %	0
State %	0
County %	100

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

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

General Construction Services for the Cedar Creek Protected Water Tank

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

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

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

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

CNOLAN 01/30/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Business History Form

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

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

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

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

Date: 08/06/2025

1) Proposer's Legal Name: Philip Ross Industries, Inc

2) Address of Place of Business: 88 Duryea Rd

City: Melville State/Province/ Territory: NY Zip/Postal Code: 11747

Country: US

3) Mailing Address (if different):

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

Country:

Phone:

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

4) Dun and Bradstreet number: [redacted]

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

6) The proposer is a: Corporation (Describe)

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

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

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

Philip Ross Properties (final tax return 12/31/19> certificate of dissolution being filed.
Philip Ross Inc. -dormant
Philip Ross Construction-dormant

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

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

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

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

10/14/20 broken gas pipe at Garden City job site. $1,000 fine for failure to "one call" dig notification.

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14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action

taken.

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

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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

17 Conflict of Interest:

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

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

No conflicts exist

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

No conflict exists.

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

No conflict exists. No matter exists.

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

continued due diligence

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive

experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

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

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

i) Date of formation;

06/08/1984

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

Philip Carlucci [redacted] - PRESIDENT

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

Philip Carlucci [redacted] -president

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

35

vi) Annual revenue of firm;

77000000

vii) Summary of relevant accomplishments

Leader in the water & wastewater industry on Long Island

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

B. Indicate number of years in business.

40

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

40 years of experience as the leader in the water and wastewater industry on Long Island

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

Company	Hicksville water district		
Contact Person	paul Granger		
Address	4 Dean st		
City	Hicksville	State/Province/Territory	NY
Country	US		
Telephone	(516) 831-0184		
Fax #			

E-Mail Address	pgranger@hicksvillewater.org		

Company	Bethpage water district		
Contact Person	Mike Boufis		
Address	25 Adams Ave		
City	Bethpage	State/Province/Territory	NY
Country	US		
Telephone	(516) 931-0093		
Fax #			
E-Mail Address	mboufis@bethpagewater.com		

Company	Jericho Water District		
Contact Person	Peter Logan		
Address	125 Convent st		
City	Syosset	State/Province/Territory	NY
Country	US		
Telephone	(516) 921-8280		
Fax #	(516) 921-8281		
E-Mail Address	plogan@jerichowater.org		

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

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

CERTIFICATION

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

Name of submitting business: Philip Ross Industrie,s Inc.

Electronically signed and certified at the date and time indicated by:
Philip Carlucci PHIL@PHILIPROSSIND.COM

president
Title

02/03/2026
Date

An official website of New York State.
Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: PHILIP ROSS, INC.
DOS ID: [redacted]
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: 402 BCL - BUSINESS CORPORATION LAW
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 10/23/1998
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 10/23/1998
INACTIVE DATE:
FOREIGN FORMATION DATE:
STATEMENT STATUS: PAST DUE DATE
COUNTY: SUFFOLK
NEXT STATEMENT DUE DATE: 10/31/2016
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY:

ENTITY DISPLAY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE CORPORATION

Address: 200 LONG ISLAND AVENUE, WYANDANCH, NY, UNITED STATES, 11798

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name: PHILIP CARLUCCI

Address: 200 LONG ISLAND AVE, WYANDANCH, NY, UNITED STATES, 11798

Principal Executive Office Address

Address: 200 LONG ISLAND AVE, WYANDANCH, NY, UNITED STATES, 11798

Registered Agent Name and Address

An official website of New York State.
Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: PHILIP ROSS PROPERTIES INC.
DOS ID: [redacted]
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: 402 BCL - BUSINESS CORPORATION LAW
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 03/22/2006
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 03/22/2006
INACTIVE DATE:
FOREIGN FORMATION DATE:
STATEMENT STATUS: PAST DUE DATE
COUNTY: SUFFOLK
NEXT STATEMENT DUE DATE: 03/31/2014
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY:

ENTITY DISPLAY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE CORPORATION

Address: 200 LONG ISLAND AVE, WYANDANCH, NY, UNITED STATES, 11798

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name: PHILIP CARLUCCI

Address: 200 LONG ISLAND AVE, WYANDANCH, NY, UNITED STATES, 11798

Principal Executive Office Address

Address: [redacted]

Registered Agent Name and Address

An official website of New York State.
Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: PHILIP ROSS CONSTRUCTION INC.
DOS ID: [redacted]
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: 402 BCL - BUSINESS CORPORATION LAW
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 06/13/2006
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 06/13/2006
INACTIVE DATE:
FOREIGN FORMATION DATE:
STATEMENT STATUS: PAST DUE
COUNTY: SUFFOLK
NEXT STATEMENT DUE DATE: 06/30/2022
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY:

ENTITY DISPLAY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: PHILIP ROSS CONSTRUCTION INC.

Address: 88 DURYEA RD, SUITE 204, MELVILLE, NY, UNITED STATES, 11747

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name: PHILIP CARLUCCI

Address: 88 DURYEA RD, SUITE 204, MELVILLE, NY, UNITED STATES, 11747

Principal Executive Office Address

Address: 88 DURYEA RD, SUITE 204, MELVILLE, NY, UNITED STATES, 11747

Registered Agent Name and Address

CONSENT ORDER APPROVAL

CASE: [redacted] - In the Matter of an Enforcement Proceeding Against Philip Ross Industries Inc. for Alleged Violations of 16 NYCRR Part 753 - Protection of Underground Facilities, in the Service Territory of KeySpan Gas East Corporation d/b/a National Grid.

Company Name:	Philip Ross Industries Inc. (PRI)
Principal Contact:	Philip Carlucci
Address:	88 Duryea Road, Suite 204 Melville, NY 11747
Alleged Code Violation:	753-3.1(a)(1)
Description of Violation:	Failure to provide notice of intent to excavate to the one-call notification system
Date of Violation:	October 14, 2020
Damaged Facility:	2-inch natural gas service
Date of NOPV:	March 18, 2021
Response:	Informal conference on April 28, 2021
Proposed Penalty:	[redacted]

Circumstances

Department of Public Service Staff (Staff) received a request for enforcement from National Grid (NGrid) stating that on October 14, 2020, PRI damaged a 2-inch natural gas service while performing powered excavation at 206 Stewart Avenue, Garden City, New York. NGrid alleged that PRI did not have a valid one-call ticket.

Staff performed a one-call notification system ticket search and did not find a one-call ticket called in by PRI for 206 Stewart Avenue, Garden City, New York for October 14, 2020. Staff issued a citation against PRI for failure to provide intent to excavate to the one-call notification system in violation of 16 NYCRR §753-3.1(a)(1).

During an informal conference on April 28, 2021, PRI admitted that it did not have a valid one-call ticket for this project, and that the property owner hired a private locator to mark-out the underground utilities.

PRI has committed to taking corrective action and training, remaining cooperative through-out the investigation.

Mitigating Factors to Support a Reduced Penalty

1. Philip Ross Industries Inc. has committed to take remedial actions to prevent re-occurrence and has fully complied with the terms of the Consent Order.
2. Philip Ross Industries Inc. was cooperative throughout the investigation and enforcement proceeding.

Nassau County Vendor Portal Supplemental information:

Question 9:

Philip Ross Inc is a dormant company that never did any type of construction business or payroll.

Question 13: The National Grid Consent Order was related to a not having called for utility mark out in advance on 10/14/20. We have since called for utility mark out 100% of the time at every job site and have had no other violations for utility mark out.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

Electronically signed and certified at the date and time indicated by:
philip carlucci [PHIL@PHILIPROSSIND.COM]

Dated: 02/03/2026 12:26:27 pm

Vendor: Philip Ross Industries, Inc

Title: president

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Philip Carlucci
   Date of birth: [redacted]
   Home address: [redacted]

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

   Business Address: 88 Duryea Rd

   City: Melville State/Province/ Territory: NY Zip/Postal Code: 11747
   Country US
   Telephone: 6312533077

   Other present address(es):

   City: Melville State/Province/ Territory: NY Zip/Postal Code: 11747
   Country: US
   Telephone: 5168050040

   List of other addresses and telephone numbers attached

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

President	06/08/1984	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

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

Philip Ross Properties-final tax return 12/31/19-certificate of disolution being filed.
Philip Ross Ind-dormant
Philip Ross Construction-dormant

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

NYS OGS + NYS Parks & Rec

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Philip Ross Industries, Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Philip Carlucci PHIL@PHILIPROSSIND.COM

President

Title

12/01/2025 10:56:05 am

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Philip Ross Industries Inc.

Address: 88 Duryea Road

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

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

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

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

First Name	Philip				
Last Name	Carlucci				
MI		Suffix			
Address	88 Duryea Rd				
City	Melville	State/Province/ Territory:	NY	Zip/Postal Code:	11747
Country	US				
Position	President				

[redacted]

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

Philip Carlucci, [redacted]

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

None

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

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

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

None

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

None

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

None

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

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

Electronically signed and certified at the date and time indicated by:
philip carlucci [PHIL@PHILIPROSSIND.COM]

Dated: 02/03/2026 12:25:29 pm

Title: president

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

COUNTY OF NASSAU

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

1. Name of the Entity: Philip Ross Industries Inc

Address: 88 Duryea Road

City, State and Zip Code: Melville NY 11747

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

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __X__Closely Held Corp _____Other (specify)

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

Philip Carlucci [redacted]

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

Philip Carlucci [redacted]

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

NONE

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

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

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

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

N/A

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

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

Dated: 9/17/20

Signed: Phlah

Print Name: Philip Lanlucci

Title: Pres.

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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: October 29, 2025

SUBJECT: RECOMMENDATION OF AWARD

Contract No:	S3C067-13G
Title:	Cedar Creek WPCP Protected Water Tank
Engineer's Estimate:	$2,457,850
Bids Received On:	July 22, 2025

The bids received for the above-mentioned contract have been examined and the bid submitted by Philip Ross Industries, Inc, in the amount of $2,833,000.00, is acceptable as the lowest responsible bidder. The lowest responsible bid is 15% higher than the Engineer's Estimate. Four (4) total bids were received for this contract.

Since the low bid within 15% of the engineer's estimate and adequate funds are available, it is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the office of the County Executive for their action.

Funding for the construction services is available under capital project S3C067.

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

Joseph J Pecora P.E.

for Michael Kwaschyn
Commissioner

MK:PA:rp
c: Christopher Nolan, Deputy Budget Director
Loretta Dionisio, Assistant to Deputy Commissioner
Pasquale Assalone, Director of Environmental Engineering
Karen Fay, Sanitary Engineer III
Graham Sharkey, Chrisopher Kane, Theodore Diamantis, Scott Brugge, Jacobs

APPROVED:

10/30/25

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

\\NCPFS1\DPWData\ADMIN\Letters for Signature\Water Management\Perfett\S3C067-13G_DCE Recommendation of Award Philip Ross Ind.docx

S3C067-13G - General Contracting
Cedar Creek Protected Water Tank

Bid Opening: 7 /22/2025

Engineer: Karen A. Fay, P.E. **Phone:** (516) 660-2533

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Philip Ross Industries, Inc.	88 Duryea Rd Suite 204 Melville, NY 11747	Liberty Mutual Insurance Comp	10% of Bid Amount	$2,833,000.00	$0.00
R.J. Industries, Inc.	75 East Bethpage Road Plainview, NY 11803-0349	Liberty Mutual Insurance Comp	10% of Bid Amount	$3,278,800.00	$0.00
Posillico Civil, Inc.	1750 New Highway Farmingdale, NY 11735	Liberty Mutual Insurance Comp	10% of Bid Amount	$4,810,700.00	$0.00
Fidelis Contracting, Inc.	99 Jericho Tpke Ste 204 Jericho, NY 11753	Travelers Casualty & Surety Co	10% of Bid Amount	$5,685,000.00	$0.00

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

H 2 M architects + engineers
538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel 631.756.8000 | h2m.com

October 23, 2025

Via email: KFay@nassaucountyny.gov

Ms. Karen A. Fay, PE
Sanitary Engineer III
Nassau County Department of Public Works
3340 Merrick Road, Building R, 3rd Floor
Wantagh, New York 11793

Re: Nassau County Department of Public Works
Contract No. S3C067-13G - Cedar Creek Water Pollution Control Plant Protected Tank
Bid Review and Award Recommendation (Revised)
H2M Project No. NCDP 2101

Dear Ms. Fay:

Four (4) bids were received on July 22, 2025, for the above-referenced contract. The following is a tabulation of the bids that were received:

No.	Firm	Total Bid Amount
1	Philip Ross Industries, Inc.	$2,833,000.00
2	R.J. Industries, Inc.	$3,278,800.00
3	Posillico Civil, Inc.	$4,810,700.00
4	Fidelis Contracting, Inc.	$5,685,000.00

Award Recommendation

H2M recommends that the County proceeds with the award of the Contract to Philip Ross Industries, Inc. as the lowest responsive bidder. Our recommendation is predicated on confirmation by the County of the Contractor's compliance with the front-end requirements (bonding, insurance, legal, etc.) of the Contract and confirmation of the acceptability of the firm's financials.

Bid Evaluation

An Engineer's Estimate (EE) was prepared in June 2025. In the transmittal for the EE, we noted that from the tank manufacturers the uncertainty of tariffs may impact the bids. Following the bid opening, H2M reviewed the EE to identify reasons for the deviation between the EE and bids received.

The cost opinion for bid Item 1 – Remove and dispose of existing protected tank was $194,600. The bid amount was $195,000 (+$400). No further evaluation needed for this item.

The EE did not include Bid Item 3 – Allowance which is $50,000.

Bid Item 2 is to provide the new protected tank, piping, appurtenances, electrical and restoration.

Statewide Aquastore is noted on page P-9 of the low bid as the manufacturer of the storage tank. Product information from this manufacturer was used to prepare the design. This manufacturer indicated the cost provided to bidders was $995,000. In reviewing the cost opinion submitted on July 15, 2025, we found a typo for the water storage tank line item ($610,000 noted rather that $630,000). Applying a 20% escalation for price increases from suppliers and increase in labor and ancillary costs (i.e. fuel, trucks, trailers, etc.) to the $630,000 adds $126,000. Adding the typo difference and the escalation factor increases the cost opinion by $146,000.

Another factor is the initial discussion was for a concrete floor. The bid documents included a steel floor which has a higher cost compared to a concrete floor. The cost proposal to bidders includes the manufacturers' cost to carry the amount retained for the two-year maintenance period ($8,000). The additional cost for items noted in this paragraph is $133,000.

The bid drawings indicated two roof hatches. Only one hatch was in the line item for the tank cost ($6,000 for additional hatch).

The cost opinion did not include a line item for a lightning protection system. The cost opinion is $15,000.

The subcontract amount for Gateway Demo/Civil for the drilled micropiles is $578,000. The cost opinion with allocation of general requirements, general conditions and contingency was $316,000 (+$262,000). The submittal would show more piles and associated concrete compared to the cost opinion. The cost opinion considered thirty-eight 30-foot-long piles. The low bidder has indicated the bid is based on forty-seven 50-foot-long piles. The cost ratio is $578,000/$316,000 = 1.83. The length ratio is (47x50) / (38x30) = 2.06. Cost ratio is lower than length ratio due to lower cost per for higher quantity.

The electrical work cost opinion with allocation of general requirements, general conditions and contingency was $29,500. The bid indicates the electrical subcontract value is $110,000 (+$85,000). Addendum No. 1 included the addition of one communication handhole (+$4,000). The electrical work cost opinion did not include the concrete for the duct bank (+$20,000).

The instrumentation cost opinion with allocation of general requirements, general conditions and contingency was $12,600. The bid indicates the subcontract value for PCS Pump and process is $23,850 (+$11,250).

With the number of subcontracts and the scope of work, the amount for General Requirements needs to be higher (+$25,000).

Bonds, insurance and miscellaneous requirements were calculated at 3.4% of the subtotal. Adjusting this cost based on the low bid amount adds $31,400. ($2,833,000 low bid - $50,000 allowance - $1,692,000 cost opinion = $1,091,000 x .034 = $37,100)

General Requirements were calculated at 3.95% of the subtotal. Percentage was adjusted downward to 3.39% due to higher bid amount and deducting the General Requirements amount in the cost opinion adds $34,500.

The bid documents indicate to anticipate Notice to Proceed in the first quarter of 2026. Statewide Aquastore notified us that they were advised by bidders to anticipate it would take longer for the Notice to Proceed to be issue based on their experience with the County on previous projects. Based on timing for subcontract, submittals and tank lead time they would likely not be onsite for construction until at least Fall 2026, possibly Spring 2027. The cost opinion included only one year of escalation. Escalation for an additional 6 months has been added.

A summary of the adjustments noted above for the revised EE is attached.

Market volatility is also a factor in the difference between the EE and bids received.

Philip Ross Industries, Inc. (PRI) apparent total bid amount (Items 1, 2 and 3) is 15.3% above the revised Engineer's Estimate (EE). H2M concludes that that the low bid received is representative of the scope of work defined in the contract plans and specifications.

Subcontracting

PRI indicated that the three prime subcontracts that are proposed as required by the Wicks Law requirements are as follows:

1. Plumbing and Gas Fitting: Self-perform
2. HVAC: Not applicable.
3. Electrical: Hinck Electric Co., $110,000

A review of the current New York State and Federal projects disbarment listing verified that the listed subcontractor is not disbarred from working on NYS and Federal funded projects.

The total prime subcontracted (Electrical) work equates to about 3.9% of the total bid which is less than the 60% limitation specified in Agreement Article XV.

DBE/MBE/WBE/SVDOB Utilization

The DBE/MBE/WBE/SVDOB Utilization Plan submitted with the bid indicates:

ITEM	AMOUNT ($)	PERCENTAGE (%)
Total DBE	$0.00	0.0
Total MBE	$601,850.00	21.24
Total WBE	$83,300.00	2.94
Total SDVOB	$0.00	0.0
TOTAL	$685,150.00	
TOTAL BID ITEMS 1, 2 AND 3	$2,833,000.00	24.18

The % amount noted in the above table were not indicated on the plan submitted with the bidi. Should the County obtain financial assistance from New York State for the project, 30% is indicated as the MWBE participation goal. 6% is indicated as the participation goal for SDVOB participation. The contractor upon request from the County should provide documented good faith efforts to meet the MWBE and SDVOB participation goals.

Qualifications

H2M reviewed the Qualifications Statement provided by PRI. H2M has had positive prior experience on previous projects where PRI was the contractor and can confirm the validity of the referenced project descriptions. PRI has prior experience working on Nassau County DPW projects. Years in business under present business name as indicated by the contractor is 41 at the time of bid opening.

Please let me know if a pre-award conference will be held. Upon notification of award by the County, conformed copies of the bid documents will be prepared and submitted.

Should you have any questions concerning this letter, please call me at (631) 756-8000, extension 1510.

Very truly yours,

H2M architects + engineers

Steven C. Hearl, P.E., LEED AP
Practice Leader – Wastewater Engineering

SCH

Encl.

cc: Graham Sharkey, P.E., CCM (Jacobs)

X:\N\NCDP (NASSAU COUNTY DPW) - 10677\NCDP2202 CEDAR CREEK WPCP VARIOUS IMPROVEMENTS\03-BID\RECOMMENDATION\S3C067-13G_AWARD_REC_2025 1023 REVISED.DOC

REQUEST TO INITIATE RTI Number 23-0074

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

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

☐ **RFQ** ☐ **RFP** ■ **RFBC** ☐ **In-House or Requirements Work Order**

Project Title: S3C067-13G Cedar Creek WPCP Protected Water Storage Tank Replacement

Department: Public Works Project Manager: Karen Fay Date: March 23, 2023

Service Requested: General Construction services for the Cedar Creek WPCP Protected Water Storage Tank Replacement Project.

Justification: The existing steel protected water storage tank at the Cedar Creek WPCP, built in 1970, is nearing the end of its useful life. To maintain reliable water storage for use at the facility, replacement of the structure is required at this time. The existing 250,000-gallon steel structure is a critical water supply asset that provides water to various equipment requiring wash water. Failure to have the tank available would result in the loss of storage capacity for water used by this equipment. A new 250,000-gallon ground storage tank should be constructed to replace the existing structure. This new tank will provide a low maintenance and highly durable design, improve water quality protection, and provide improved structural reliability with low susceptibility to corrosion and weather conditions.

Requested by: Department of Public Works/Water & Wastewater Engineering Unit

Project Cost for this Phase/Contract: (Plan/Design/(Construction)/CM/Equipment) $3,500,000.00
Circle appropriate phase

Total Project Cost: $4,900,000.00 (Includes, design, construction, and CM) Date Start Work: 8/14/23 (Phase being requested) Duration: 6 months (Phase being requested)

Capital Funding Approval: YES ☐ NO ☐ Roseann Dallava 3-24-23
SIGNATURE DATE

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

NIFS Entered: _____ SIGNATURE DATE AIM Entered: Deanna Funk 3/29/23 SIGNATURE DATE

Funding Code: 3c067 -016 (use this on all encumbrances) Timesheet Code: 23-0074 (use this on timesheets)

State Environmental Quality Review Act (SEQRA):
Type II Action ☑ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation _____

Department Head Approval: YES ☑ NO ☐ _____ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ _____ SIGNATURE

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

	Vendor	Quote	Comment	See Attached Sheet ☐
1.				
2.				
3.				
4.				

DCE/Ops Approval: YES NO Signature _____

Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Karen Fay, Sanitary Engineer III

FROM: Office of the Commissioner

DATE: March 28, 2023

SUBJECT: CSEA Sub-Contracting Approval
C23-0074 Contract Number: S3C067-13G
Cedar Creek WPCP Protected Water Storage Tank Replacement
General Construction

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C23-0074.**

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

Roseann Dalleva

Roseann D'Alleva
Deputy Commissioner

RD:jd
c: Kenneth G. Arnold, Commissioner
Vincent Falkowski, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

C23-0074

FROM: Department of Public Works

DATE: March 24, 2023

SUBJECT: CSEA Notification of a Proposed DPW Contract
Cedar Creek WPCP Protected Water Storage Tank Replacement
S3C067-13G– General Construction Services

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

1. DPW plans to recommend a contract/agreement for the following services: General Construction services for the Cedar Creek WPCP Protected Water Storage Tank Replacement Project.

2. The work involves the following: Construction of a new 250,000-gallon protected water storage tank to replace the existing structure, which is in a state of disrepair. This new tank will improve water quality protection, improve structural reliability with low susceptibility to corrosion and weather conditions.

3. An estimate of the cost is: $4,900,000.00

4. An estimate of the duration is: Six (6) months

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

Roseann Dalleva

Roseann D'Alleva
Deputy Commissioner

RD:VF:rp
c: Jose Lopez, Director, Office of Labor Relations
Seth Blau, Deputy Director, Office of Labor Relations
Vincent Falkowski, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Management Unit
Karen Fay, Sanitary Engineer III
Elizabeth Cotton, Special Assistant, Office of Labor Relations
Graham Sharkey, Adrian Hamilton, Christopher Kane, Jacobs

PROPOSAL

TO BE COMPLETED BY CONTRACTORS SUBMITTING A BID ON S3C067-13G						
ITEM NO.	APPROX. QUANTITIES	ITEMS BID WITH AMOUNT BID WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
1	Lump Sum	Remove and dispose of existing protected tank and piping. One hundred + Ninety five Thousand Dollars DOLLARS & zero cents CENTS	N/A	N/A	195,000	-
2	Lump Sum	Provide new protected tank, piping, appurtenances, electrical and restoration. Two million, Five hundred + Eighty Eight Thousand DOLLARS Dollars & zero cents CENTS	N/A	N/A	2,588,000	-
3	Allowance	For furnishing all labor, materials, equipment and incidentals for unforeseen conditions and associated additional work. Fifty Thousand No DOLLARS CENTS	N/A	N/A	$50,000	00

TOTAL BID (Bid Item No. 1 through Bid Item No. 3): MUST BE WRITTEN IN FIGURES:

$ 2,833,000 . 00

TOTAL BID (Bid Item No. 1 through Bid Item No. 3): MUST BE WRITTEN IN WORDS:

Two million, Eight hundred & Thirty Three Thousand Dollars & zero cents

DOLLARS CENTS

QUALIFICATION STATEMENT

NOTE: ALL BLANKS IN THE FORM ARE TO BE FILLED IN.
Where blanks are not applicable to your firm, so indicate in each instance.

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

41 Years _____ Months

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

as a Prime Contractor 41 yrs

as a Subcontractor 41 yrs

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

Contract Amount	Class of Work	Percent Completed	Name and Address Owner of Contracting Officer
			Please see attached
			General References

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

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

Contract Amount	Class of Work	Percent Completed	Name and Address Owner of Contracting Officer
			Please see attached
			"JANK References"

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

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Philip Ross Industries, Inc.
88 Duryea Rd
Melville, NY 11747
(631) 253-3077

TANK PROJECT REFERENCES

PROJECT:	GTS REHABILITATION
LOCATION:	TANK #2
OWNER:	SOUTH FARMINGDALE WATER DISTRICT
CONTACT:	JESSICA DEMARCO, H2M ARCHITECS & ENGINEERS
VALUE:	[redacted]
COMPLETED:	AUGUST 22ND, 2022
DESCRIPTION:	LABOR AND MATERIAL TO COMPLETE CLEANING, PREPARATION, AND INSTALLATION OF A NEW COATING SYSTEM FOR GROUNDWATER STORAGE TANK.

PROJECT:	WELLS 3 & 8 IRON REMOVAL FACILITY EQUALIZATION TANK TOP SLAB REPLACEMENT
LOCATION:	MASSAPEQUA, NY
OWNER:	MASSAPEQUA WATER DISTRICT
CONTACT:	RYAN NEILAN, D&B ENGINEERS & ARCHITECS
VALUE:	[redacted]
COMPLETED:	MAY 1ST, 2021
DESCRIPTION:	REMOVE AND REPLACE CONCRETE TOP SLAB FOR EQ TANK. LABOR AND MATERIAL TO COMPLETE PREPARATION AND ISTALLATION OF NEW COATING SYSTEM FOR EQ TANK.

PROJECT:	REPLACEMENT OF WATER STORAGE TANK AT YACO RD IN DERING HARBOR
LOCATION:	DERING HARBOR NY
OWNER:	STATEWIDE/ VLG OF DERING HARBOR
VALUE:	[redacted]
COMPLETED:	6/2018
DESCRIPTION:	NEW CONNECTIONS TO EXISTING PIPING; ACCESS LADDERS; LANDSCAPING; CUT & CAP EXISTING PIPING

PHILIP ROSS
INDUSTRIES

PROJECT:	EXTERIOR ROOF REPAIRS MAY PLACE GTS
LOCATION:	MASSAPEQUA, NY
OWNER:	MASSAPEQUA WATER DISTRICT
CONTACT:	JIM MUSKOPF, H2M ARCHITECTS & ENGINEERS
VALUE:	[redacted]
COMPLETED:	JUNE 1ST, 2018
DESCRIPTION:	LABOR AND MATERIAL TO COMPLETE CLEANING, PREPARATION, AND ISTALLATION OF THE NEW COATING SYSTEM FOR 500,000G CONCRETE GROUNDWATER STORAGE WATER.

PROJECT:	GROUND STORAGE TANK MAINTENANCE @ PLANT #'S 5, 8, & 9
LOCATION:	HICKSVILLE, NY
OWNER:	HICKSVILLE WATER DISTRICT
CONTACT:	JIM MUSKOPF, H2M ARCHITECTS & ENGINEERS
VALUE:	[redacted]
COMPLETED:	MAY 1ST, 2017
DESCRIPTION:	LABOR AND MATERIAL TO COMPLETE, PREPARATION, AND INSTALLATION OF NEW COATING SYSTEM FOR (3) CONCRETE GROUNDWATER STORAGE TANKS. (2) 2MG TANKS AND (1) 1.5MG TANK.

PROJECT:	LIDO PT IRON REMOVAL AT WELL 3
LOCATION:	LIDO PT NY
OWNER:	TOWN OF HEMPSTEAD
VALUE:	[redacted]
COMPLETED:	2/2020
DESCRIPTION:	TANK STAGE AND PLATFORMS; HELICAL PILES; STTRUCTURAL STEEL; PIPING AND CONNECTIONS

PROJECT:	REHABILITATION OF PLANT #2 1MG GROUND STORAGE TANK
LOCATION:	SOUTH FARMINGDALE, NY
OWNER:	SOUTH FARMINGDALE WATER DISTRICT
CONTACT:	ARTHUR ESCHETE, H2M ARCHITECTS & ENGINEERS
VALUE:	[redacted]
COMPLETED:	JUNE 1ST, 2006
DESCRIPTION:	LABOR & MATERIAL TO COMPLETE CLEANING, PREPARATION, AND INSTALLATION OF NEW COATING SYSTEMS FOR 1MG CONCRETE GROUNDWATER STORAGE TANK.

PHILIP ROSS
INDUSTRIES

PROJECT:	REHABILITION OF CUBA HILL RD GROUNDWATER STORAGE TANK
LOCATION:	GREENLAWN, NY
OWNER:	GREENLAWN WATER DISTRICT
CONTACT:	JIM MUSKOPF, H2M ARCHITECTS & ENGINEERS
VALUE:	[redacted]
COMPLETED:	OCTOBER 1ST, 2005
DESCRIPTION:	LABOR AND MATERIAL TO COMPLETE CLEANING, PREPARATION, AND INSTALLATION OF NEW COATING SYSTEMS FOR 1.5MG CONCRETE GROUNDWATER STORAGE TANK.

PROJECT:	REHABILITION OF STORAGE TANKS @ PLANT 11-2
LOCATION :	SOUTH HUNTINGTON, NY
OWNER:	SOUTH HUNTINGTON WATER DISTRICT
CONTACT:	JIM MUSKOPF, H2M ARCHITECTS & ENGINEERS
VALUE:	[redacted]
COMPLETED:	APRIL 1ST, 2001
DESCRIPTION:	LABOR AND MATERIAL TO COMPLETE CLEANING, PREPARATION, AND INSTALLATION OF NEW COATING SYSTEM FOR CONCRETE GROUNDWATER STORAGE TANKS.

PROJECT:	REHABILITION OF 1.5MG GROUND WATER STORAGE TANK @ PLANT #4
LOCATION:	PLAINVIEW, NY
OWNER:	PLAINVIEW WATER DISTRICT
CONTACT:	JIM MUSKOPF, H2M ARCHITECTS & ENGINEERS
VALUE:	[redacted]
COMPLETED:	JUNE 1ST, 2000
DESCRIPTION:	LABOR AND MATERIAL TO COMPLETE CLEANING, PREPARATION, AND INSTALLATION OF NEW COATING SYSTEM FOR 1.5MG GROUNDWATER STORAGE TANK

Philip Ross Industries, Inc.
88 Duryea Rd
Melville, NY 11747
(631) 253-3077

PROJECT REFERENCES

PROJECT:	Cation Exchange at wells 7,11,12
LOCATION:	Roosevelt Field
OWNER:	Town of Hempstead
CONTACT:	Shawn Cochran-D&B Engineers
VALUE:	[redacted]
COMPLETED:	Anticipated 1/26
DESCRIPTION:	Site work; construction of a new building to house the cation Exchange system;drainage system; concrete; electrical; piping; valves; ventilation system; new cation exchange system.

PROJECT:	Wellhead at Plant 8
LOCATION:	Greenlawn NY
OWNER:	Greenlawn Water District
CONTACT:	Auston Payret H2M Group
VALUE:	[redacted]
COMPLETED:	Anticipated 11/25
DESCRIPTION:	Site work; drainage; new AOP building; concrete; structural steel; piping; valves; drainage piping;landscaping

PROJECT:	AOP & PFAS at Plant 6-P contract
LOCATION:	Hicksville NY
OWNER:	Hicksville Water District
CONTACT:	Max Grabinski- H2M Group
VALUE:	[redacted]
COMPLETED:	Anticipated 5/25
DESCRIPTION:	Disconnection of existing piping; drain nitrate vessels; install new AOP system; install GAC vessels; pump skids; ancillary piping; caustic storage tank; vertical booster pumps; tablet chlorinator system; peroxide tank; chemical piping; valves

PROJECT:	PFAS at Schroeder Ave
LOCATION:	Frankin Square NY
OWNER:	Inc Vlg of Franklin Square
CONTACT:	heather Evangilista-H2M group
VALUE:	[redacted]
COMPLETED:	Anticipated 7/25

DESCRIPTION: Site work; disconnect existing piping; new chemical transfer station; concrete; site drainage system; change blow off piping; pump & motor replacement; new control panels;plumbing piping;gas piping;new PFOS building;testing.

PROJECT: Storm Hardening & Reconstruction of Pump Station 4
LOCATION: Locust Valley NY
OWNER: Locust Valley Water District
CONTACT: Melissa Ames- H2M Group
VALUE: [redacted]
COMPLETED: 12/2023
DESCRIPTION: Site work; removals; concrete; fencing; piping & valves; pumps; Water treatment equipment; instrumentation.

PROJECT: Plant 6 upgrades
LOCATION: Greenlawn NY
OWNER: Greenlawn Water District
CONTACT: Steve Mirra- H2M Group
VALUE: [redacted]
COMPLETED: 06/2023
DESCRIPTION: Removals; drainage; piping; flow meter; masonry; Carpentry; roofing; hvac; valves; domestic water; Controls; pumps; chlorinators; electric.

PROJECT: Carle Place Plant 5
LOCATION: Carle Place NY
OWNER : Carle Place Water District
CONTACT: Austin Payret- H2M Group
VALUE: [redacted]
COMPLETED: 10/2022
DESCRIPTION: Removals; concrete; masonry; metals; fencing; piping; Install AOP system; landscaping.

PROJECT: AOP & GAC at Hilton Park
LOCATION: Garden City NY
OWNER: Village of Garden City
CONTACT: Jessica Alves- H2M group
VALUE: [redacted]
COMPLETED: 7/24
DESCRIPTION: Site work; removals; paving; meter vault; GAC vessels; Chemical piping; drainage; concrete; metals; new building; Flooring; exhaust system; H202 pump skid; electric; generator; Valves; turbine booster pump; air stripper; UV reactor

PROJECT: Hicksville- AOP @ Plant 8
LOCATION: Hicksville NY
OWNER: Hicksville Water District
CONTACT: Rich Michelotti- H2M Group
VALUE: [redacted]
COMPLETED: 3/24

DESCRIPTION: Removals; well pumps & meters; site piping; valves; Domestic piping; gas piping; UV reactor H202 tank; GAC Vessels & media; tablet chlorinator; caustic pumps; nitrate Analyzers; air stripper; blower assembly.

PROJECT: WTP Improvements
LOCATION: Pt Washington NY
OWNER: Pt Washington Water District
CONTACT: Lisa Lautato- D&B Engineers
VALUE: [redacted]
COMPLETED: 05/2023
DESCRIPTIONS: Removals; excavation; metals; concrete; painting; Primary clarifier; scada; odor control; abatement; Submersible pumps; UV system; grit screws.

PROJECT: Contaminant Removal at Wells 8 & 4
LOCATION: Garden City NY
OWNER: Inc Village of Garden City
CONTACT: Andrew Manfredi- H2M Group
VALUE: [redacted]
COMPLETED: 11/21
DESCRIPTIONS: Removals; valves; electrical; booster stations; Well pump units; drainage; AOP building; H202 reactor; Control modifications.

PROJECT: Well 6 storm Mitigation
LOCATION: Great Neck, NY
OWNER: Water Authority of Great Neck North
CONTACT: Gary Stuart CDM Smith Engineers (518) 782-4520
VALUE: [redacted]
COMPLETED: Completed 6/21
DESCRIPTION: Expansion of existing facility for AOP Treatment system & GAC system; install UV system; piping for booster station; Instrumentation & controls' plumbing; HVAC; carpentry; Valves & flowmeters.

PROJECT: AOP Treatment @ Plant BGD
LOCATION: Bethpage, NY
OWNER: Bethpage water District
CONTACT: Mike Weber H2M Group (631)756-8000
VALUE: [redacted]
COMPLETED: Completed 2/21
DESCRIPTION: Supply & install of new AOP treatment system; Foundation; valve pits; piping; grating; site improvements; Sply & install GAC system & all related piping; Electrical work; chlorine injection vault.

PROJECT: Well 2A Booster Pump
LOCATION: Great Neck, NY
OWNER: Water Authority of Great Neck North
CONTACT: Tom Dziki CDM Smith Engineers
VALUE: [redacted]
COMPLETED: Completed 12/20
DESCRIPTION: Construction of new well house; new generator; new electrical Service; modifications to existing booster pump station; piping; Paving; Concrete; Landscaping; HVAC & controls.

PROJECT: Wellhead treatment at Station 44
LOCATION: Elmont, NY
OWNER: Water Authority of Western Nassau
CONTACT: Max Grabinski H2M Group (631) 756-8000
VALUE: [redacted]
COMPLETED: Completed 4/20
DESCRIPTION: Installation of wellhead treatment system for removal of PFAS contamination; installation of GAC filters & related piping.

PROJECT: VOC Removal at Plant 6
LOCATION: Bethpage, NY
OWNER: Bethpage Water District
CONTACT: Andrew Manfredi, H2M (631) 631-756-8000
VALUE: [redacted]
COMPLETED: Completed 8/21
DESCRIPTION: Removals; new treatment bldg.; foundations; plbg; mechanical; New well equipment; new electrical; new treatment Facilities; install new VOC removal equipment; site work; Fencing; concrete; paving.

PROJECT: Emergency Repairs to WPCP
LOCATION: Long Beach, NY
OWNER: City of Long Beach
CONTACT: Joe Fabrizio
VALUE: [redacted]
COMPLETED: Completed 7/20
DESCRIPTION: Rehab of grit classifier system & grit channel; Conveyor screws; Piping & Appurtenances; spray wash system; grit removal pumps & motors; pressure relief valves; final settling tanks;effluent.

PROJECT: Iron removal at Plant 1
LOCATION: Roosevelt, NY
OWNER: New York American water
CONTACT: Vincent Manzo

VALUE: [redacted]
COMPLETED: Completed 12/19
DESCRIPTION: New pre-fab bldg. installation; replace chemical feed system; Install new pressure filters; replace well discharge piping; new Generator; site work including driveway; curbs & fencing.

PROJECT: Stormwater Pump Station Upgrades
LOCATION: Cedar Point Lake Pump Station
OWNER: Nassau County DPW
CONTACT: Trevor Kiernan DeBruin Engineering
VALUE: [redacted]
COMPLETED: Completed 8/20
DESCRIPTION: Removals; dewatering; new cast in place concrete pump Station; sheet piling cofferdam; install submersible axial Flow pumps; piping; instrumentation & controls; Electrical; site lighting; site work including curbs; paving; Fencing.

PROJECT: Water Treatment Plant
LOCATION: Robert Moses State Park
OWNER: NYS Office of Parks & Rec
CONTACT: Bob DeName
VALUE: [redacted]
COMPLETED: Completed 11/19
DESCRIPTION: Removals; concrete foundation; iron treatment vessels; Piping; drywells; valve pits; iron treatment system; pipe & Fittings; pumps & pump enclosures; caustic tanks; drainage; Electrical; flow records & chemical monitoring systems; painting; site work & regrading.

PROJECT: Sand Filter Rehabilitation
LOCATION: Long Beach, NY
OWNER: City of Long Beach
CONTACT: Joe Fabrizio
VALUE: [redacted]
COMPLETED: 8/17
DESCRIPTION: Removal of existing bldg. & all interiors; install new sand filter system; filter media; pumps & motors; controls panels; influent Channels; electrical; trenching; valves & accuators; screw Pumps; motor drive assemblies; replace feeders; chemical Storage tanks; secondary containment systems; above ground Storage tanks.

PROJECT:	Wellhead Treatment at Plant 5
LOCATION:	Locust Valley, NY
OWNER:	Locust Valley water District
CONTACT:	Dustin Rigos (631) 756-8000
VALUE:	[redacted]
COMPLETED:	6/15
DESCRIPTION:	Install GAC treatment system for VOC removal. Includes 2 GAC vessels; valves; associated piping & construction of Building extension to house the treatment system.

5. Have you ever failed to complete any work awarded to you? If so, when and why?

No

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

6. Has any officer or partner of your firm ever been an officer or partner of some other firm that failed to complete a construction contract?

No

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

If so, state name of individual, name of owner and reason therefor:

No

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

none

+ + NO TEXT ON THIS PAGE + +

PHILIP ROSS INDUSTRIES, INC.
88 DURYEA RD
MELVILLE, NY 11747

Quantity	Equipment	Make	Model	Serial #
1	Excavator	Hitachi	ZX330X	[redacted]
1	Excavator	Hitachi		
1	Excavator	Hitachi	ZX35US	
1	Compact Excavator	Hitachi	2X35U5	
1	Hydraulic Excavator	Hitachi	EX200LC	
1	Hydraulic Excavator	Hitachi	EX50	
1	Hydraulic Breaker	Ideco	MES2500	
1	Backhoe	'87 Ford	555B	
1	Backhoe Loader	Caterpillar	430 FIT	
1	Loader	Skidsteer	960	
1	Loader	Volvo	L120C	
1	8" Well Point Pump	Godwin	WP200	
1	8" Well Point Pump	Godwin	WP200	
5	Office Trailers			
3	Tag along Trailers	Interstate	14RBS	
1	Dozer Crawler	Cat	DC3XL	
1	High Reach Rotator	Manitou	MRT2150PT4	
1	Heavy Duty Lathe	Poreba	TPK90/5M	
1	Generator	Multiequip	DCA150SSJU3C	
1	Skidsteer	Kubota	SVL75-2HFWC	

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

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of Work	In What Capacity
Philip Carlucci	President	41	all phases	owner

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

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

Item	Description, Size Capacity, Year, Etc.	Year of Service	Present Location
Please see attached			

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

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

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

none

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

+ + NO TEXT ON THIS PAGE + +

12. In what manner have you inspected this proposed work?

Explain in detail.

Plans and Specs

(USE ADDITIONAL BLANK SHEETS IF ADDITIONAL SPACE IS NECESSARY)

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

Plans and Specs

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

Philip Carlucci

14. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
GL	Wesco Ins	1mill / 2mill	11/25-11/26
Auto	"	1mill	" "
Umbrella	"	5mill	" "
Worker Comp	Cone Power	Statutory	" "

+ + NO TEXT ON THIS PAGE + +

Philip Carlucci
[redacted]

Employment:

1984 – Present	Philip Ross Industries, Inc., Melville, NY- President and Project Manager

Experience:

- Sole owner responsible for all phases and departments of company
- Supervisor of all field and administrative personnel
- Project management and coordination.
- Oversight of bids and estimating department in order to continually improve win ratios.
- Sales meetings and making presentations to current and potential customers.
- Oversight of billing and accounting department.
- Field engineering & interpretation engineering blueprints & specifications to identify and describe work scope changes.
- Setting the profit margin for the project and responsible to track job progress, schedule and material costs.
- Attend project meetings with the owners and engineers continually communicating with the various parties and reacting to their needs in a timely manner.
- Oversight of implementation of new technologies and software both in the office and in the field.
- Supervision of all project managers and subcontractor relationships.

Skill Areas:

- Excellent communication skills, both verbal and written.
- Proven engineering/project management skills.
- Ability to identify, prioritize, delegate and conduct appropriate follow up on all variations of project phases.
- Strong planning & organizational skills.
- OSHA oversight and compliance.

- Identify project costs and devise creative alternate solutions/options to common industry obstacles with saved the company time and money.
- Developed relationships with qualified, reliable & competitive subcontractors and vendors.

Education:

State University of NY- Farmingdale Campus
Associates in Business Administration- 1983

NEW YORK STATE | Environmental Facilities Corporation

New York State Environmental Facilities Corporation
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT
NEW YORK STATE FINANCIAL ASSISTANCE PROGRAMS

I, Philip Carlucci (Name of Representative), am the authorized representative of Philip Ross Industries, Inc (Name of Contractor/Service Provider).
I hereby certify that Philip Ross Industries, Inc (Name of Contractor/Service Provider) will abide by the equal employment opportunity (EEO) policy statement provisions outlined below.

(i) The Contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to Water Grant projects.

(ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this Water Grant project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(iii) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(iv) The Contractor shall comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status.

(v) The Contractor will include the provisions of subdivisions (i) through (iv) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

X _____

Contractor/Service Provider Representative

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

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

CERTIFICATE OF CONTRACTOR REGISTRATION

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

Philip Ross Industries Inc.
88 Duryea rd
Suite 204
Melville, New York 11747
Phone Number: 6312533077
Registration Number: 24-636KH-CR
Date of Issue: 2024-12-10
Expiration Date: 2026-12-29

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

Roberta Reardon
Commissioner
New York State Department of
Labor

PLUMBERS LOCAL UNION No. 200

OF THE

UNITED ASSOCIATON OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA

RICHARD P. BROOKS
Business Manager
Fin.Sec./Treasurer

MARIO MATTERA
Business Agent

JOE SQUICCIARINI
Business Agent

2123 5TH AVENUE, RONKONKOMA, N.Y. 11779
(631) 981-2158
Email: rpbrooks@plu200union.us

ED TEDLA
Organizer

JAY MARELLI
President

PAUL MASON
Vice President

EDWARD YOUNG
Rec. Secretary

July 18, 2025

TO: Nassau County DPW

Project: Cedar Creek protected water tank
Contract #S3C067-13G

Please be advised that Plumbers Local Union # 200 has Apprenticeship Training Program, (Sponsor Code 00337, ATP Code 13180) that is approved by the New York State Department of Labor and the Federal Department of Labor.

Philip Ross Industries, Inc. is signatory to an agreement with Plumbers Local Union # 200 and contributes, subscribes, and actively participates in apprenticeship training program and is a contractor in good standing.

Being signatory to our agreements, Philip Ross Industries, Inc. may, at their discretion, employ apprentices that are indentured in our program.

If you have any questions about our program or Philip Ross Industries, Inc., please contact me at the Union office.

Sincerely,

Richard P. Brooks
Business Manager
Financial Secty/Treasurer

RPB/ds

International Union of Operating Engineers

Local Unions 138, 138A, 138B & 138C
P (631) 694-2480 F (631) 753-6760 www.local138.com

Nassau & Suffolk Counties
P.O. Box 206, Farmingdale, New York 11735-0206

JOHN DUFFY
BUSINESS MANAGER & TREASURER

WILLIAM K. DUFFY, Jr. — President
JOHN J. DUFFY — Vice President
ANTHONY MALIZIA — Recording Corresponding Secretary
DENNIS S. ADRIAN — Financial Secretary

July 21, 2025

Nassau County DPW

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
Philip Ross Industries, Inc.

Project: Cedar Creek Protected Water Tank

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to **Philip Ross Industries, Inc.,** to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2028. The ATP complies with all provisions of Suffolk and Nassau County Law.

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

Sincerely,

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

ASSOCIATION OF
CONCRETE
CONTRACTORS
OF NEW YORK, INC.

October 21, 2024

To Whom It May Concern:

Re: York Concrete Corp.

This will serve to confirm that York Concrete Corp., One Plumb Court, Huntington Sta, NY 11746 (631-423-0282), yorkconcorp@aol.com, is a member in good standing with the Association of Concrete Contractors of New York, Inc.

York Concrete Corp. has executed Designation Bargaining Agent Forms with the Association for Collective Bargaining Agreements with the following Unions/District Councils:

General Building Laborers' Local No. 66
North Atlantic Regional Council of Carpenters – Local 290

By virtue of its membership in the Association and having executed the designation form, York Concrete Corp. is bound to the Association's Collective Bargaining Agreements with the Union.

All of the above listed Local Unions/District Councils, have NYSDOL approved apprentice programs.

Respectfully submitted,

Richard Ziskin
Counsel

RZ/dlh

6268 Jericho Tpk. • Ste. 12A • Commack, NY 11725 • Tel (631) 486-6000 • Fax (631) 462-1486 • acc-newyork.com • E-mail: accofny@gmail.com

General Building Laborers' Local Union No. 66

JOINT APPRENTICESHIP TRAINING COMMITTEE
1600 WALT WHITMAN ROAD, P.O. BOX 667, MELVILLE, L.I., N.Y. 11747-0667
Tel.: (631) 454-2330 • Fax: (631) 454-7849

DAVID MALICO, *Chairman*
VINCENT ALU
THOMAS BRUSH
GARY JUNE

ANTONIO FERREIRA
THOMAS HAYES
DAVID KOEHLER
JOHN O'HARE

July 21, 2025

Nassau County Department of Public Works

Re: Cedar Creek Protected Water Tank Contract S3C067-13G

*****FOR THIS PROJECT ONLY*****

To Whom It May Concern:

Darr Construction Equipment Corp., whose mailing address is 870 Sylvan Avenue, Bayport, NY 11705 is currently signatory to a collective bargaining agreement with General Building Laborers' Local No. 66 of 1600 Walt Whitman Rd. Melville NY 11747. Said agreement is currently in effect for the Nassau County Department of Public Works jobsite location is 3340 Merrick Road, Wantagh, NY 11793.

Darr Construction Equipment Corp. must remain in good standing according to the collective bargaining agreement VALID FOR THE DURATION OF THIS PROJECT. A new letter of participation with our apprenticeship program can be requested for new projects in the future.

As a result, Darr Construction Equipment Corp., is a participant in the General Building Laborers' Local No. 66 NY State Sponsor #01789 registered Apprenticeship Program with the NY State Department of Labor and therefore entitled to have Local No. 66 NY State registered Construction Craft Laborer apprentices dispatched to the company for the purpose of employment for the Cedar Creek Protected Water Tank Contract S3C067-13G jobsite ONLY, at the above location.

Please contact our office if validation of this letter is needed. Our letters are job specific.

Respectfully,

David Malico
Gen. Bldg. Laborers' Local #66 JATC

International Union of Operating Engineers

Local Unions 138, 138A, 138B & 138C
P (631) 694-2480 F (631) 753-6760 www.local138.com

Nassau & Suffolk Counties
P.O. Box 206, Farmingdale, New York 11735-0206

JOHN DUFFY
BUSINESS MANAGER & TREASURER

WILLIAM K. DUFFY, Jr.
President

JOHN J. DUFFY
Vice President

ANTHONY MALIZIA
Recording Corresponding Secretary

DENNIS S. ADRIAN
Financial Secretary

July 21, 2025

Nassau County Department of Public Works

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
DARR Construction Equipment Corp.

Project: Cedar Creek Protected Water Tank
Contract No.: S3C067-13G

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to **DARR Construction Equipment Corp.,** to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2028. The ATP complies with all provisions of Suffolk and Nassau County Law.

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

Sincerely,

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

LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1611 LOCUST AVENUE
BOHEMIA, N.Y. 11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

FUND ADMINISTRATOR
ANNALISA C. DEFALCO, ESQ.

TRAINING DIRECTOR
DENNIS J. FEENEY

BOARD OF TRUSTEES
GEORGE F. TRUICKO, JR.
GEORGE S. TRUICKO
WILLIAM FLYNN
FRANK DAMIANO, JR.
MARC HERBST
JASON GOLDEN
DONNA DEFEDE
PHILIP BEYER

Re: Road and Heavy Construction Laborers' Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

July 21, 2025

Owner : Nassau County Department of Public Works
Description : Cedar Creek Protected Water Tank

Contract/Bid No. : S3C067-13G

TO WHOM IT MAY CONCERN:

This letter shall confirm that the Local 1298 Joint Apprenticeship Training Program ("Training Program") is a registered And approved program under New York State and Federal regulations and guidelines. The Training Program is co-sponsered by the Road and Heavy Construction Laborers' Union No. 1298 ("Union") and the employers that are signatory to a Collective Bargaining Agreement ("CBA") with the Union. This letter will further comfirm that _ Darr Constrution Equipment Corp. is a current signatory to the CBA with the Union for the period June 1,2022, through May 31, 2026.

Any additional questions should be directed to my attention.

Sincerely,

Frank Schweizer
Joint Apprenticeship Training Fund

General Building Laborers' Local Union No. 66

JOINT APPRENTICESHIP TRAINING COMMITTEE
1600 WALT WHITMAN ROAD, P.O. BOX 667, MELVILLE, L.I., N.Y. 11747-0667
Tel.: (631) 454-2330 • Fax: (631) 454-7849

DAVID MALICO, *Chairman*
VINCENT ALU
THOMAS BRUSH
GARY JUNE

ANTONIO FERREIRA
THOMAS HAYES
DAVID KOEHLER
JOHN O'HARE

July 21, 2025

Nassau County Department of Public Works

Re: Cedar Creek Protected Water Tank

*****FOR THIS PROJECT ONLY*****

To Whom It May Concern:

A.M. Marca, Inc., whose mailing address is 361 Newbridge Road, East Meadow, NY 11554 is currently signatory to a collective bargaining agreement with General Building Laborers' Local No. 66 at 1600 Walt Whitman Rd. Melville, NY 11747. Said agreement is currently in effect for the Nassau County Department of Public Works jobsite location is 3340 Merrick Road, Wantagh, NY 11793.

A.M. Marca, Inc., must remain in good standing according to the collective bargaining agreement VALID FOR THE DURATION OF THIS PROJECT. A new letter of participation with our apprenticeship program can be requested for new projects in the future.

As a result, A.M. Marca, Inc., is a participant in the General Building Laborers' Local No. 66 Apprenticeship Program Sponsor #01789 with the NY State Department of Labor and therefore entitled to have Local No. 66 NY State registered Construction Craft Laborer apprentices dispatched to the company for the purpose of employment for the Cedar Creek Protected Water Tank Contract jobsite ONLY, at the above location.

Please contact our office if validation of this letter is needed. Our letters are job specific.

Respectfully,

David Malico
Gen. Bldg. Laborers' Local #66 JATC

LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1611 LOCUST AVENUE
BOHEMIA, N.Y. 11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

FUND ADMINISTRATOR
ANNALISA C. DEFALCO, ESQ.

TRAINING DIRECTOR
DENNIS J. FEENEY

BOARD OF TRUSTEES
GEORGE F. TRUICKO, JR.
GEORGE S TRUICKO
WILLIAM FLYNN
FRANK DAMIANO, JR.
MARC HERBST
JASON GOLDEN
DONNA DEFEDE
PHILIP BEYER

Re: Road and Heavy Construction Laborers Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

July 21, 2025

Owner	: Nassau County DPW
Description	: Cedar Creek
Contract/Bid No.	: S3C067-13G

TO WHOM IT MAY CONCERN:

This letter shall confirm that the Local 1298 Joint Apprenticeship Training Program ("Training Program") is a registered and approved program under New York State and Federal regulations and guidelines. The Training Program is co-sponsored by the Road and Heavy Construction Laborers' Union Local No. 1298 ("Union") and the employers that are signatory to a Collective Bargaining Agreement ("CBA") with the Union. This letter will further confirm that Bohemia Gardens is a current signatory to the CBA with the Union for the period June 1, 2022, through May 31, 2026.

Any additional questions should be directed to my attention.

Sincerely,

Frank Schweizer
Joint Apprenticeship Training Fund

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Philip Carlucci, President — 07/15/25
Name and Title of Authorized Representative — m/d/yy

Signature — 07/15/25
Date

Philip Ross Industries, Inc
Name of Organization

88 Duryea Road Melville, NY 11747
Address of Organization

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

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name: PHILIP ROSS INDUSTRIES
Address (street/city/state/zip code): 88 DURYEA ROAD, MELVILLE NY 11747
Authorized Representative (name/title): XINNAN NIU PROJECT MANAGER
Authorized Signature: Xinnan Niu
Contract Number: 631-253-3077
Contract/Project Name: S3C067-13G CEDAR CREEK PROTECTED WATER TANK
Contract/Project Description: REMOVE AND DISPOSE OF EXISTING PROTECTED TANK AND PIPING AND PROVIDE NEW PROTECTED TANK, PIPING, APPORENANCES, ELECTRICAL AND RESTORATION

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

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	2,833,000.00		
Total MBE Dollar Amount	601,850.00	MBE Contract Percentage	21.24
Total WBE Dollar Amount	83,300.00	WBE Contract Percentage	2.94
Total SDVOB Dollar Amount	0	SDVOB Contract Percentage	0
Total Combined M/WBE/SDVOB Dollar Amount	685,150.00	Combined M/WBE/SDVOB Contract Percentage	24.18

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: GATEWAY DEMO/CIVIL Address: 41 BETHPAGE ROAD City: HICKSVILLE State/Zip Code: NY 11801 Authorized Representative: PAUL MARTIN SR. Telephone No.516-935-1700	PILE INSTALLATION	Amount ($): 578,000.00 Award Date:	Start Date: Completion Date:
Name: PCS PUMP AND PROCESS, INC Address:39 PLYMOUTH ST, STE 1 City: FAIRFIELD State/Zip Code: NJ 07004 Authorized Representative: PETE TABONE Telephone No. 973-575-7464	CONTROL EQUIPMENT S UPPLIER	Amount ($): 23,850.00 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: DARR CONSTRUCTION EQUIPMENT CORP. Address: 870 SYLVAN AVE City: BAYPORT State/Zip Code: NY 11705 Authorized Representative: MAUREEN CANNETTI Telephone No. 631-419-1801	SITE EXCAVATION AND BACKFILL	Amount ($): 33,300.00 Award Date:	Start Date: Completion Date:
Name: BOHEMIA GARDENS Address: 608 JOHNSON AVE, SUITE 1 City: BOHEMIA State/Zip Code: NY 11716 Authorized Representative: Telephone No. 631-580-3140	LANDSCAPING MATERIAL	Amount ($): 6,000.00 Award Date:	Start Date: Completion Date:
Name: GRAMERCY Address: 300 BURNS AVE City: WANTAGH State/Zip Code: NY 11793 Authorized Representative: Telephone No. 516-876-0020	TANK REMOVAL	Amount ($): 44,000.00 Award Date:	Start Date: Completion Date:

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

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

Certified: --

B-6-26

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

NIFS ID: S35125-01G

Capital: **X**

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

NIFS Entry Date:

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

Department: Public Works

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

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

Contract Delayed:

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

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

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

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

Contract Summary

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

Procurement History: The contract was advertised on April 30, 2025. A total of five (5) bids were received on June 3, 2025. The contract was awarded to the lowest responsible bidder. The bid submitted by D.F. Stone Contracting, Ltd. in the amount of $1,662,046.00 is acceptable as the lowest bid.

Description of General Provisions: Contract Duration is 365 calendar days. Proposed Utilization Plan is MBE 5.1%, WBE 31.5%, SDVOB 6%.

Impact on Funding / Price Analysis: Maximum contract amount is $1,662,046.00. Funding is available under Capital Project

number 35125.

Change in Contract from Prior Procurement: New Procurement

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: S35125-01G

Advertised On: 04/30/2025

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

Publicly Opened On: 06/03/2025

Number of bids received: 5

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

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

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CSW			00	PWCSWCSW	00004	PWCSWCSW 00004 35125 001	01	$1,662,046.00
						TOTAL		**$1,662,046.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

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

Routing Slip

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

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

B06-26

RULES RESOLUTION NO. -2026

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

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract S35121-01G, for WHITNEY DRAIN REHABILITATION – NASSAU COUNTY, NY ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

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

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

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

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

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

BID BOND

FORM OF BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

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

Signed, this 30th day of May, 2025

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. S35125-01G for the

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

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

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

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

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

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

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

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

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

NO TEXT ON THIS PAGE

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

D.F. Stone Contracting, Ltd
Contractor

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

by _____ (L.S.)
Title

by _____ (L.S.)
Title

Arch Insurance Company
Surety

by _____ (L.S.)
Title of Officer
Joseph Tantillo Attorney-In-Fact

(Acknowledgment by Contractor if a corporation)

STATE OF New York)
)
ss.:
COUNTY OF Suffolk)

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

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

Elizabeth Neis
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____)
)
ss.:
COUNTY OF _____)

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

_____
Notary Public

(Acknowledgment by Contractor if an individual.)

COUNTY OF _____)

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

_____
Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)

)

ss.:
COUNTY OF Suffolk)

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

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

Notary Public

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

NO TEXT ON THIS PAGE

POWER OF ATTORNEY

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

[redacted]

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

POWER OF ATTORNEY

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

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

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

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

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

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

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

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

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

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1165622

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

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 30th day of May 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

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

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

[redacted]

NO TEXT ON THIS PAGE

FINANCIAL STATEMENT

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

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2023

Assets

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

Liabilities

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

By: _____ Attest: _____

Executive Vice President, Chief Financial Officer and Treasurer

Executive Vice President, General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

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

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

Notary Public Barbara Lee

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

NO TEXT ON THIS PAGE

CERTIFICATE OF SOLVENCY

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

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

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

It is hereby certified that

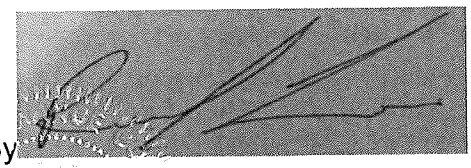
Arch Insurance Company
of Kansas City, Missouri

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

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

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 27th day of March 2025.

Adrienne A. Harris
Superintendent

By 

Rawle Lewis
Special Deputy Superintendent

PROPOSAL
To the County of Nassau
WHITNEY DRAIN REHABILITATION

Contract No. S35125-01G

TO THE COUNTY OF NASSAU:

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

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

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

Bidder's Address: 1230 Station Rd Medford N.Y. 11763

Telephone: 631.924.7500 Date: 6/3/25

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

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

Name of Partners Residence of Partners

*DFStone is a Corporation

Organized under the laws of the State of: New York

Name of President: George Heinlein

President's Domicile: [redacted]

Name of Vice Pres: Brian Heinlein

Vice Pres's Domicile [redacted]

Corporate Officer: William Nolan Title: CFO/Treasurer

Corporate Officer's Domicile [redacted]

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

NO TEXT ON THIS PAGE

The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

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

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

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

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

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

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

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

INFORMATION FOR BIDDERS

I. Rejection of Bids.

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

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

B. Rejection of all bids and waiver of informalities.

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

II. Unit Price Contracts, Comparison of Bids.

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

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

III. Lump Sum Contracts, Comparison of Bids.

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

IV. Apprenticeship Training Program

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

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

NO TEXT ON THIS PAGE

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

NO TEXT ON THIS PAGE

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

*Force Bid

Total Bid in Numbers $ 1,662,046.00

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

NO TEXT ON THIS PAGE

CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

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

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

TELEPHONE NUMBER: 631. 924. 7500

WORK SITE OR FACILITY NAME: Whitney Creek

WORK SITE OR FACILITY ADDRESS OR
OTHER IDENTIFYING DESCRIPTION:

220 Community Dr. Manhasset N.Y. 11030

Signature

6/3/25
Date

Brian Heinlein, Vice President
Print Name and Title of Signer

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. S35125-01G

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

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

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

No plumbing, no heat, no electric on project

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

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

Subcontractor's Name, Address and Federal ID No.	Check (✓) *only* one. Plumbing and	Steam Heating, Hot Water Heating, Apparatus	Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

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

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

Company Authorized Signature: _____ Title: Vice President Date: 6/3/25

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

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

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	1,662,046.00		
Total MBE Dollar Amount	85,000.00	MBE Contract Percentage	5.1%
Total WBE Dollar Amount	525,000.00	WBE Contract Percentage	31.5%
Total SDVOB Dollar Amount	100,000.00	SDVOB Contract Percentage	6.0%
Total Combined M/WBE/SDVOB Dollar Amount	710,000.00	Combined M/WBE/SDVOB Contract Percentage	42.6%

NO TEXT ON THIS PAGE

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Alvear J+D.A. INC Address: 21 Ducky In City: Mastic Beach State/Zip Code: NY 11951 Authorized Representative: Jaime Alvear Telephone No. 631.456.6130	Trucking	Amount ($): 85,000.00 Award Date: 2026	Start Date: 2026 Completion Date: 2026
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
A+R Materials Address: 3308 NY-112 City: Medford State/Zip Code: NY 11763 Authorized Representative: Bob Bergold Telephone No. 631-438-8340	Supply and truck stone	Amount ($): 495,000.00 Award Date: 2026	Start Date: 2026 Completion Date: 2026
Name: Axela Services Address: 104 Kensington way City: Mount Kisco State/Zip Code: NY 10549 Authorized Representative: Marie Famoso Telephone No. 914-244-0046	Supply fabric and turf Mat	Amount ($): 30,000.00 Award Date: 2026	Start Date: 2026 Completion Date: 2026
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

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

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

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Brian Heinlein V.P. — 6/3/25

Name and Title of Authorized Representative — m/d/yy

Signature — 6/3/25 Date

D.F. Stone Contracting Ltd.

Name of Organization

1230 Station Rd Medford NY 11763

Address of Organization

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

Instructions for Certification

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

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

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

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

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

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

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

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

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

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

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

(1) have business operations in Northern Ireland,

Yes ___ No ✓

if yes:

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

Yes ___ No ✓

(Contractor's Signature)

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

IRAN DIVESTMENT ACT – CERTIFICATION

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

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

The Certification is as follows:

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

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

Signature/Date

Brian Heinlein, V.P.
Print Name and Position

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

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

Individual's Social Security Number _____

Firm or Corporation's Federal ID Number [redacted]

Firm or Corporation's Municipal License ID Number _____

Municipal Licensing Agency _____

By: _____ Date: 6/3/25

(Print) Brian Heinlein Title: V.P.

WHERE BIDDER IS A CORPORATION, ADD:

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

QUALIFICATION STATEMENT

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

1. How many years has your firm been in the business under your present business name? 28

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

   a. as a Prime Contractor 28

   b. as a Subcontractor _____

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

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

(use additional blank sheets if additional space is necessary)

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

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

(use additional blank sheets if additional space is necessary)

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

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

NO TEXT ON THIS PAGE

DFS Ongoing Projects

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

DFS Completed Projects

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

References

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

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

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

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

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

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

NO TEXT ON THIS PAGE

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

(use additional blank sheets if additional space is necessary)

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

N/A

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

N/A

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

N/A

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

Bittle + Sons

NO TEXT ON THIS PAGE

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

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Brian Heinlein	Vice President	20+	Excavation Dewatering Drainage	Field Super + All Areas

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

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
See attached			- All Stored at 1230 Station Rd

(use additional blank sheets if additional space is necessary)

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

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

N/A

(use additional blank sheets if additional space is necessary)

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D.F. STONE CONTRACTING, LTD EQUIPMENT LIST

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

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

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

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

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

(use additional blank sheets if additional space is necessary)

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

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

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

Brian Heinlein

17. Insurance carried by your firm: - Certificates attached

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

NO TEXT ON THIS PAGE

Brian Heinlein

QUALIFICATIONS SUMMARY

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

SKILLS

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

Work Experience

President, D.F. Stone Contracting Ltd, Medford NY Over 20 years

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

Work Summary

Nassau County Department of Public Works

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

Suffolk County Department of Public Works

- Drainage reconstruction
- Side walk restoration

Town of Brookhaven

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

Town of Hempstead

- Drainage improvement
- Curb and sidewalk restoration
- Landscaping

Town of Islip

- Phase 1 improvements
- Site clearing/ grading

New York State Department of Transportation

- New York state recharge basin reconditioning 3
- Site clearing

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/11/2025

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [X] Completed Operations GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			[redacted]	03/15/2025	03/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000. $ 100,000. $ 15,000. $ 1,000,000. $ 2,000,000. $ 2,000,000. $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			[redacted]	03/15/2025	03/15/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000. $ 5,000,000. $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	11/25/2024	11/25/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000. $ 1,000,000. $ 1,000,000.
D	Disability			[redacted]	01/01/2024	12/31/2025		STATUTORY

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

CERTIFICATE HOLDER

Evidence of Coverage

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

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/27/25

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

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

PRODUCER	CONTACT NAME: JOSEPH C. TINGO
THE TINGO INSURANCE AGENCY INC 3771 NESCONSET HIGHWAY, SUITE 210 SOUTH SETAUKET, NY 11720	PHONE (A/C, No, Ext): (631)619-4285 FAX (A/C, No): (631)619-4289 E-MAIL ADDRESS: JTINGO@TINGOINS.COM

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
D.F. STONE CONTRACTING LTD 1230 STATION ROAD MEDFORD, NY 11763	INSURER A : OBSIDIAN INSURANCE COMPANY	[redacted]
	INSURER B : OBSIDIAN SPECIALTY INSURANCE CO	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 100,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y	Y	[redacted]	11/17/24	11/17/25	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
B	EXCESS AUTO LIABILITY (FOLLOW FORM)	Y	Y	[redacted]	11/17/24	11/17/25		$ 900,000

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

As pertains to the insured's operations.

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

CERTIFICATE HOLDER

Evidence of Insurance

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

Joseph C. Tingo

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New York State Department of Labor
Bureau of Public Work & Prevailing Wage Enforcement
State Office Campus, Building 12, Room 130
Albany, NY 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

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

Hello,

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

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

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

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

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

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

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

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

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

Shaun McCready

Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

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

CERTIFICATE OF CONTRACTOR REGISTRATION

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

DF Stone Contracting, Ltd.
1230 Station Rd
Medford, New York 11763
Phone Number: 6319247500
Registration Number: [redacted]
Date of Issue: 2024-12-19
Expiration Date: 2026-12-19

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

Roberta Reardon
Commissioner
New York State Department of Labor

MERIT APPRENTICESHIP ALLIANCE

Signatory Contractor: January 8, 2025

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

FEIN: [redacted]

Merit Apprenticeship Alliance NYSDOL Sponsor Code 51979
NYSDOL Apprentice Training Program Codes:

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

To Whom It May Concern,

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

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

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

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

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

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

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

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

Authorized by: Penelope M. Hazer

Penelope M. Hazer, President

EMPIRE STATE MERIT APPRENTICESHIP ALLIANCE, INC.
6320 Fly Road Suite 210A East Syracuse, NY 13057 315.440.8989
pmhazer@MeritAlliance.org www.MeritAlliance.org

WE ARE YOUR DOL

NEW YORK STATE Department of Labor

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 (number & street) E. Syracuse (city) NY (state) 13057 (zip code) Onondaga (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 ☐ H ☒ 1500	M ☐ H ☒ 1500	M ☐ H ☒ 1500	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐
18	19	20							

RECEIVED FEB 17 2023 D.E.W.S., SYRACUSE NY

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

17. Patricia M Enos 2-15-23
Signature of Official Sponsor Representative — Date

18. _____ _____
Signature of Union Representative — Date

Patricia M Enos HR Manager
Print Name and Title

Print Name, Title, and Union Name

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

NYS Dept. of Labor Apprenticeship Training FEB 23 2023

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.
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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NEW YORK STATE OF OPPORTUNITY. Department of Labor

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	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 (number & street) E. Syracuse (city) NY (state) 13057 (zip code) Onondaga (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 ☐ H ☑ 1000	M ☐ H ☑ 1000	M ☐ H ☑ 1000	M ☐ H ☑ 1500	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐
17	18	19	20						

RECEIVED FEB 17 2023 D.E.W.S. - SYRACUSE NY

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

17. Patricia MEnnis (Signature of Official Sponsor Representative) 2-15-23 (Date)

18. _____ (Signature of Union Representative) _____ (Date)

Patricia MEnnis HR Manager (Print Name and Title)

_____ (Print Name, Title, and Union Name)

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

FEB 21 2023

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.
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

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 (number & street) E. Syracuse (city) NY (state) 13057 (zip code) Onondaga (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 ☐ H ☒ 1000	M ☐ H ☒ 1000	M ☐ H ☒ 1000	M ☐ H ☒ 1000	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐
17	18	19	20						

RECEIVED FEB 17 2023 D.E.W.S., SYRACUSE NY

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

17. Patricia M Ennis 2-15-23
Signature of Official Sponsor Representative — Date

18. _____ _____
Signature of Union Representative — Date

Patricia M Ennis HR Manager
Print Name and Title

Print Name, Title, and Union Name

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

Approved FEB 21 2023

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.
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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	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 (number & street) E. Syracuse (city) NY (state) 13057 (zip code) Onondaga (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 ☐ H ☒ 2000	M ☐ H ☒ 2000	M ☐ H ☒ 2000	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐
18	19	20							

RECEIVED FEB 17 2023 D.E.W.S., SYRACUSE NY

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) 2-15-23 (Date)
Patricia M Ennis HR Manager (Print Name and Title)

18. _____ (Signature of Union Representative) _____ (Date)
_____ (Print Name, Title, and Union Name)

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

FEB 21 2023 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.
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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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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NEW YORK STATE OF OPPORTUNITY. Department of Labor

www.labor.ny.gov

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 (number & street) E. Syracuse (city) NY (state) 13057 (zip code) Onondaga (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 ☐ H ☒ 2000	M ☐ H ☒ 2000	M ☐ H ☒ 2000	M ☐ H ☒ 2000	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐
$15.00	$17.00	$18.00	$19.00						

RECEIVED NOV 14 2022 D.E.W.S. SYRACUSE NY

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) 18. _____ (Signature of Union Representative) _____ (Date)

Patricia M. Ennis (Print Name and Title)

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (Print Name, Title, and Union Name)

19. _____ (Signature New York State Department of Labor) 11/23/22 (Date)

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.
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WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

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

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that

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
Commissioner of Labor
Kathy C. Hochul, *Governor*

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

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

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that

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

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

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

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

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that

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

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

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

NO TEXT ON THIS PAGE

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

(Form of affidavit where Bidder is a corporation)

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

Brian Heinlein Being duly sworn, deposes and says:
That he resides at [redacted] ~~Street~~,
in the City of [redacted] that he is the Vice President of
D.F. Stone Contracting Ltd.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 3rd day of June , 2025.

Michael Stephen Ardini
Notary

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

(Form of Affidavit where Bidder is a firm)

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

_____
Notary

(Form of Affidavit where Bidder is an individual)

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

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

_____
Notary

NO TEXT ON THIS PAGE

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
ACTING COMMISSIONER

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

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: D.F. Stone Contracting Ltd.

Contract Title: Whitney Drain Rehabilitation

Contract Number: S35125-01G

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

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

Brian Heinlein
Print Name

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

NO TEXT ON THIS PAGE

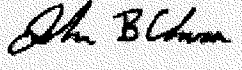
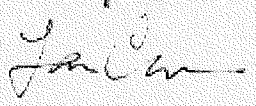
APPENDIX X

BRUCE A. BLAKEMAN

NASSAU COUNTY EXECUTIVE

NASSAU COUNTY

Vendor Code of Ethics

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

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

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

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

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Chapter 3: GIFTS OR CONTINGENT FEES
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Section 3.02 Personal Relationships
Section 3.03 Contingent Fees
Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT
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Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

Chapter 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor means any individual or entity seeking to or doing business

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

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

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

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

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

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

Section 3.02 Personal Relationships

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

not necessarily prohibited.

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

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

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

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

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

Section 3.03 Contingent Fees

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

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

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

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

Section 4.02 Restrictions Post Award

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

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

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

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

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

Section 5.02 Personal Business Dealings

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

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

Section 5.03 Disclosure and Cooperation

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

Section 5.04 Confidential Information

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

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

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

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

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

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

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

Section 6.02 Appearance Before Former Agency-Life Time Bar

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

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

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

Section 7.02 Non-Communication of Bid

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

Section 7.03 Bid Submission

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

Chapter 8: DISTRIBUTION AND CERTIFICATION

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

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

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

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

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

Section 8.02 Vendor Certifications

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

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

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

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

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

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

Section 8.03 Subcontractor Certifications

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

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

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

Section 9.02 Civil/Criminal Penalties

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

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

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

Section 10.02 Reporting Material Changes

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

Section 10.03 Reporting Violations and Overpayments

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

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

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

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

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: S35125-01G

Project Description: Whitney Drain Repair

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

Executed this 3rd day of June, 2025.

By _____ Signature of Authorized Official

Brian Heinlein V.P. Name and Title of Authorized Official

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: D.F. Stone Contracting Ltd.

Bid/Proposal No.: S35125-01G

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

Executed this 3rd day of June, 2025

By _____ Signature of Employee

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

BRUCE A BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

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

May 23, 2025

RE: Whitney Drain Rehabilitation

CONTRACT NUMBER: S35125-01G

ADDENDUM No. 1

To all prospective Bidders:

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

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

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

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

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

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

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

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

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

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

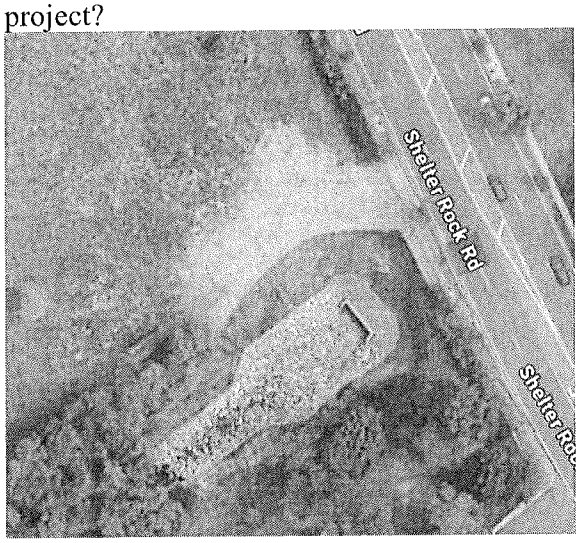
Q5: How much Modification or additional material is allowed to be added to create a haul road through the middle-wooded area?

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

END ADDENDUM #1

NOTICE OF AWARD

NO TEXT ON THIS PAGE

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: December 3, 2025

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

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contracts.

NYS Standard for State and Municipal Contract Approval

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements." NY CLS St. Fin §163 (1) (c). This standard is equivalent to the standard applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

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

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred. Vendor possesses requisite licenses.

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

4. Past Performance
   Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

December 3, 2025

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

Nassau County Procurement Policy Requirements

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

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

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.
>
> A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

December 3, 2025

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

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Vendor Adverse Information NYS PSC Notice Violations

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

Jane Houdek
Attorney for DPW

JH:jd

NIFA Nassau County Interim Finance Authority

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

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

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

Amount to be encumbered: $1,662,046.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

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

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)	X	Other	

Federal %	0
State %	0
County %	100

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

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

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

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

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

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

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

CNOLAN 01/30/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

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

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

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

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

Vendor Disclosures

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

Name of Submitting Entity: DF Stone Contracting Ltd

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

Vendor's EIN or TIN: [redacted]

Forms Submitted:

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

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

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

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

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	William Nolan [WNOLAN@HCVLTD.COM]
Date Certified	12/18/2025 02:46:11 pm

Principal Name	Brian Heinlein [BRIANMHEINLEIN@GMAIL.COM]
Date Certified	12/18/2025 02:41:34 pm

Principal Name	George Heinlein [GHEINLEIN@HCVLTD.COM]
Date Certified	12/18/2025 02:38:04 pm

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

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

CERTIFICATION

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

George Heinlein GHEINLEIN@HCVLTD.COM

Name

President

Title

DF Stone Contracting Ltd.

Name of Submitting Entity

12/18/2025 02:48:51 pm

Date

Business History Form

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

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

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

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

Date: 07/11/2025

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

2) Address of Place of Business: 1230 STATION RD

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

Country: US

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

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

Country: US

Phone: (631) 366-3333

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

4) Dun and Bradstreet number: [redacted]

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

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [X] NO [ ] If yes, please provide details:

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

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

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

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

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

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

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

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

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action

taken.

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

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

17 Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

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

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

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

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

i) Date of formation;

01/30/1997

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

George Heinlein - President
[redacted]

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

George Heinlein - President
[redacted]

Brian Heinlein - Vice President
[redacted]

William Nolan - Treasurer
[redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

25

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Contracts with a multitude of municipalities in the New York Area

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

B. Indicate number of years in business.

28

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

We have had contracts with you in the past

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

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

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

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

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

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

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

CERTIFICATION

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

Name of submitting business: DF Stone Contracting Ltd

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

President
Title

11/24/2025 12:36:25 pm
Date

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

May 1, 2023

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

Re: State of New York Public Service Commision – Case #[redacted]

To Whom It May Concern:

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

Sincerely,

George Heinlein
President

Department of
Taxation and Finance

Make a Payment

Taxpayer ID: [redacted]

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

Transaction Confirmation

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

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

Confirmation

Confirmation number:
[redacted]

Transaction date/time:
08/22/2023 01:38PM

Collection case payment

Document ID:
[redacted]

Payment period:
Multiple

Amount due ($):
[redacted]

Payment amount ($):
[redacted]

STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

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

COMMISSIONERS PRESENT:

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

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

ORDER DETERMINING PENALTY AND DIRECTING PAYMENT

(Issued and Effective January 27, 2022)

BY THE COMMISSION:

BACKGROUND

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

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

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

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

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

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

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

LEGAL AUTHORITY

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

Determination

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

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

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

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

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

The Commission orders:

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

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

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

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

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

By the Commission,

(SIGNED) MICHELLE L. PHILLIPS
Secretary

DEPART 'T OF THE TREASURY
INTERN REVENUE SERVICE
HC NY 00501

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

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

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

OR WRITE TO THE ADDRESS
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

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

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

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

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

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

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

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

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

N. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231

FILING RECEIPT

ENTITY NAME : DE STONE CONTRACTING, LTD.

DOCUMENT TYPE : INCORPORATION (DOM. BUSINESS)

COUNTY: SUFF.

SERVICE COMPANY : GERALD METNBERG

SERVICE CODE: 01

EFFECTIVE: 01/29/1997 DURATION: PERPETUAL CASH #: [redacted] FILM #: 970129000[illegible]

ADDRESS FOR PROCESS

DE CORPORATION
98 WEST MAIN STREET
HUNTINGTON, NY 11787

REGISTERED AGENT

EXIST DATE
01/29/1997

STOCK: 200 NPV

FILER

JAY L. YACKOW, ESQ.
98 CUTTER MILL ROAD

GREAT NECK, NY 11021

FEES	140.00	PAYMENTS	
FILING :	125.00	CASH :	[redacted]
TAX :	10.00	CHECK :	
CERT :	5.00	BILLED:	
COPIES :	0.00		
HANDLING:	0.00		
		REFUND:	0.00

DOS-1025 (11/89)

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

10112093530300-AT00

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

New York State Department of Taxation and Finance

Certificate of Authority

Identification number
[redacted]
(Use this number on all returns and correspondence)

VALIDATED

11/1/2010

Dept of Tax and Finance

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

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

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

405010910009B

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

[redacted]

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

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

Vendor: DF Stone Contracting Ltd

Title: President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Brian HEINLEIN
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

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

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

   List of other addresses and telephone numbers attached

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

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

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

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

[redacted]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

DF Stone Contracting Ltd.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Brian Heinlein BRIANMHEINLEIN@GMAIL.COM

Vice President

Title

12/18/2025 02:41:34 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: GEORGE HEINLEIN
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

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

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

   List of other addresses and telephone numbers attached

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

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

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

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

[redacted]

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

TOWN OF BROOKHAVEN - (Bittle & Sons Inc.)

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

DF Stone Contracting Ltd

Name of submitting business

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

Presdient

Title

12/18/2025 02:38:04 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: William Nolan
   Date of birth: [redacted]
   Home address: [redacted]

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

   Business Address: 1230 STATION ROAD

   City: MEDFORD State/Province/ Territory: NY Zip/Postal Code: 11763
   Country US
   Telephone: 631 924-7500

   Other present address(es): 1230 Station Rd

   City: Medford State/Province/ Territory: NY Zip/Postal Code: 11763
   Country: US
   Telephone: 6319247500

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	01/29/1997
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, William Nolan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, William Nolan , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

DF Stone Contracting Ltd

Name of submitting business

Electronically signed and certified at the date and time indicated by:
William Nolan WNOLAN@HCVLTD.COM

Treasurer

Title

12/18/2025 02:46:11 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: D F Stone Contracting, LTD.

Address: 1230 Station Rd

City: Medford State/Province/Territory: NY Zip/Postal Code: 11763

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Closely Held Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

2 File(s) uploaded: CCF02252020_0007.pdf, Consultant Form for Nassau County.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

GEORGE HEINLEIN [redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Bittle & Sons, Inc. is affiliated with D.F. Stone Contracting, Ltd. by common ownership of George Heinlein. However, Bittle & Sons, Inc. will not be performing under this or any other Nassau County Contract.
Welcome Funding (William Nolan entity/Former Accountant/no ownership in DF Stone/Outside advisor)
Atlantic Transport Service (William Thomas Deceased 2019)
Orca Capital LLC (partner in entity run by others)
Heinlein INV LLC (Owned by trust- No ownership be DF Stone or George Heinlein)
Heinlein Venture Capital LLC (Interest type investments by George Heinlein)
NF Development LLC. (Inactive- no income or assets)
Blue Sea Transport of Medford Inc. (active but George Heinlein is not involved)

Summit Hill Trucking Corp (active but George Heinlein is not involved)
WH Debt LLC (is a company that was set up but never used)
WH Equity Group LLC (No ownership by George Heinlein or DF Stone Contracting Ltd.)
****All entities share the same address as Vendor

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):
None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
George Heinlein [GHEINLEIN@HCVLTD.COM]

Dated: 09/15/2025 02:24:50 pm

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

George Heinlein



George Heinlein – President

[redacted]

Brian Heinlein - Vice President

[redacted]

William Nolan - Treasurer

[redacted]

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: October 6, 2025

SUBJECT: **RECOMMENDATION OF AWARD**

Contract Number:	S35125-01G
Title:	Whitney Drain Rehabilitation
Engineer's Estimate:	$3,290,584.90
BIDS RECEIVED ON:	June, 3 2025

The bids received for the above referenced contract have been examined and the bid submitted by D.F. Stone Contracting, LTD. in the amount of $1,662,046.00 is acceptable as the lowest bid (see the attached bid tabulation).

The low bid by D.F. Stone Contracting Ltd. is 49.49% below the engineer's estimate of $3,290,584.90. Adequate funding is available (Capital Project number 35125).

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:TMG:jd
Attachments
c: Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Gerard Ennis, Environmental Specialist III
Daniel Fucci, Environmental Specialist III
Devin Velasquez, Civil Engineer III

APPROVED:

10/7/25

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

S:\SAN\Support Staff\Author\Velasquez, Devin\D.F. Stone S35125-01G ROA Whitney Drain Rehabilitation.dv.docx

Whitney Drain Rehabilitation

Bid Opening: 6 /3 /2025 **Engineer:** Devin Velasques **Phone:** (516) 571-4232

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
D. F. Stone Contracting, LTD.	1230 Station Road Medford, NY 11763	Arch Insurance Company	10% of Bid Amount	$1,662,046.00	$0.00
Pioneer Landscaping & Asphalt Paving	168 Townline Road Kings Park, NY 11754	Philadelphia Indeminty Insuranc	10% of Bid Amount	$2,306,078.00	$0.00
H & L Contracting, LLC	140 Adams Ave Suite B14 Hauppauge, NY 11788	Arch Insurance Company	10% of Bid Amount	$2,929,292.00	$0.00
Galvin Bros., Inc.	149 Steamboat Road Great Neck, NY 11024	Liberty Mutual Insurance Comp	10% of Bid Amount	$3,660,722.80	$0.00
Pratt Brothers, Inc.	333 Marcus Blvd Hauppauge, NY 11788	Philadelphia Indemnity Insuranc	10% of Bid Amount	$4,997,761.00	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

COMPARISON OF BIDS RECEIVED AND OPENED - BID # S35125-01G

L.K. McLean Associates, D.P.C.

Project Name: Whitney Drain Rehabilitation
Location: Manhasset, New York
Client Name: Nassau County DPW

Date: June 6, 2025
LKMA Project No: 21141.000

Item	Description	UNIT	QUANTITY	Engineers Estimate		LOWEST BIDDER D.F. Stone Contracting, Ltd				Galvin Bros, Inc.				H+L Contracting, LLC				Pioneer Landscaping + Asphalt Paving, Inc.				Pratt Brothers, Inc.				Average Unit Price	Average Extended Price
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	Difference	% Difference	UNIT PRICE	AMOUNT	Difference	% Difference	UNIT PRICE	AMOUNT	Difference	% Difference	UNIT PRICE	AMOUNT	Difference	% Difference	UNIT PRICE	AMOUNT	Difference	% Difference	UNIT PRICE	AMOUNT
1	CLEARING AND GRUBBING	LS	1	$265,000.00	$265,000.00	$70,448.00	$ (194,552.00)	-276.16%		$130,000.00	$130,000.00	$ (135,000.00)	-103.85%	$115,000.00	$115,000.00	$ (150,000.00)	-130.43%	$72,000.00	$72,000.00	$ (193,000.00)	-268.06%	$295,000.00	$295,000.00	$ 30,000.00	11.32%	$136,489.60	$136,489.60
1M/F	MOBILIZATION WITH FIELD OFFICE	LS	1	$121,000.00	$121,000.00	$25,424.00	$ (95,576.00)	-375.93%		$136,000.00	$136,000.00	$ 15,000.00	12.40%	$126,000.00	$126,000.00	$ 5,000.00	4.13%	$236,000.00	$236,000.00	$ 115,000.00	95.04%	$115,000.00	$115,000.00	$ (6,000.00)	-5.22%	$127,684.80	$127,684.80
2SS	UNCLASSIFIED EXCAVATION	LS	1	$280,000.00	$280,000.00	$210,728.00	$210,728.00	$ (69,272.00)	-32.87%	$205,000.00	$205,000.00	$ (75,000.00)	-36.59%	$424,000.00	$424,000.00	$ 144,000.00	51.43%	$135,000.00	$135,000.00	$ (145,000.00)	-107.41%	$395,000.00	$395,000.00	$ 115,000.00	41.07%	$273,945.60	$273,945.60
4B	CEMENT CONCRETE BREAKING (STRUCTURES)	CY	700	$250.00	$175,000.00	$29.00	$20,300.00	$ (154,700.00)	-762.07%	$209.00	$146,300.00	$ (28,700.00)	-19.62%	$23.00	$16,100.00	$ (158,900.00)	-986.96%	$35.00	$24,500.00	$ (150,500.00)	-614.29%	$160.00	$112,000.00	$ (63,000.00)	-56.25%	$91.20	$63,840.00
5C	SELECTED FILL	CY	100	$60.00	$6,000.00	$28.00	$2,800.00	$ (3,200.00)	-114.29%	$49.00	$4,900.00	$ (1,100.00)	-22.45%	$210.00	$21,000.00	$ 15,000.00	250.00%	$135.00	$13,500.00	$ 7,500.00	125.00%	$125.00	$12,500.00	$ 6,500.00	108.33%	$109.40	$10,940.00
7	PREPARING FINE GRADE	SY	14,360	$8.15	$117,034.00	$2.00	$28,720.00	$ (88,314.00)	-307.50%	$6.00	$86,160.00	$ (30,874.00)	-35.83%	$1.50	$21,540.00	$ (95,494.00)	-443.33%	$3.10	$44,516.00	$ (72,518.00)	-162.90%	$5.50	$78,980.00	$ (38,054.00)	-48.18%	$3.62	$51,983.20
9	TOPSOIL (SUPPLIED)	CY	900	$85.00	$76,500.00	$68.00	$61,200.00	$ (15,300.00)	-25.00%	$130.00	$117,000.00	$ 40,500.00	52.94%	$80.00	$72,000.00	$ (4,500.00)	-6.25%	$71.00	$63,900.00	$ (12,600.00)	-19.72%	$100.00	$90,000.00	$ 13,500.00	17.65%	$89.80	$80,820.00
12A-4-15	REINFORCED CONCRETE PIPE CLASS IV, 15 INCH DIAMETER	LF	8	$180.00	$1,440.00	$168.00	$1,344.00	$ (96.00)	-7.14%	$250.00	$2,000.00	$ 560.00	38.89%	$1,070.00	$8,560.00	$ 7,120.00	494.44%	$560.00	$4,480.00	$ 3,040.00	211.11%	$475.00	$3,800.00	$ 2,360.00	163.89%	$504.60	$4,036.80
12A-4-36	REINFORCED CONCRETE PIPE CLASS IV, 36 INCH DIAMETER	LF	8	$225.00	$1,800.00	$336.00	$2,688.00	$ 888.00	49.33%	$572.00	$4,576.00	$ 2,776.00	154.22%	$1,100.00	$8,800.00	$ 7,000.00	388.89%	$610.00	$4,880.00	$ 3,080.00	171.11%	$575.00	$4,600.00	$ 2,800.00	155.56%	$638.60	$5,108.80
12B-15	REINFORCED CONCRETE PIPE END SECTIONS- 15" DIAMETER	EA	1	$2,500.00	$2,500.00	$2,016.00	$2,016.00	$ (484.00)	-24.01%	$2,787.00	$2,787.00	$ 287.00	11.48%	$3,580.00	$3,580.00	$ 1,080.00	43.20%	$5,600.00	$5,600.00	$ 3,100.00	124.00%	$6,800.00	$6,800.00	$ 4,300.00	172.00%	$4,156.60	$4,156.60
12B-36	REINFORCED CONCRETE PIPE END SECTIONS- 36" DIAMETER	EA	1	$6,000.00	$6,000.00	$6,804.00	$6,804.00	$ 804.00	13.40%	$5,717.00	$5,717.00	$ (283.00)	-4.95%	$8,600.00	$8,600.00	$ 2,600.00	43.33%	$6,300.00	$6,300.00	$ 300.00	5.00%	$13,500.00	$13,500.00	$ 7,500.00	125.00%	$8,184.20	$8,184.20
12DIP-8	DUCTILE IRON CULVERT PIPE - 8" DIAMETER	LF	16	$450.00	$7,200.00	$84.00	$1,344.00	$ (5,856.00)	-435.71%	$500.00	$8,000.00	$ 800.00	11.11%	$560.00	$8,960.00	$ 1,760.00	24.44%	$327.00	$5,232.00	$ (1,968.00)	-37.61%	$341.00	$5,456.00	$ (1,744.00)	-31.96%	$362.40	$5,798.40
14	CONNECT TO EXISTING DRAINAGE FACILITIES	EA	4	$1,200.00	$4,800.00	$840.00	$3,360.00	$ (1,440.00)	-42.86%	$4,817.00	$19,268.00	$ 14,468.00	301.42%	$290.00	$1,160.00	$ (3,640.00)	-313.79%	$1,260.00	$5,040.00	$ 240.00	5.00%	$1,000.00	$4,000.00	$ (800.00)	-20.00%	$1,641.40	$6,565.60
17A	CLASS A CONCRETE FOR STRUCTURES	CY	31	$2,000.00	$62,000.00	$955.00	$29,605.00	$ (32,395.00)	-109.42%	$2,398.00	$74,338.00	$ 12,338.00	19.90%	$2,030.00	$62,930.00	$ 930.00	1.50%	$2,500.00	$77,500.00	$ 15,500.00	25.00%	$3,500.00	$108,500.00	$ 46,500.00	75.00%	$2,276.60	$70,574.60
17GG	CLASS GG CONCRETE (UNDERWATER PLACEMENT)	CY	2	$5,000.00	$10,000.00	$1,960.00	$3,920.00	$ (6,080.00)	-155.10%	$7,144.00	$14,288.00	$ 4,288.00	42.88%	$9,060.00	$18,120.00	$ 8,120.00	81.20%	$3,800.00	$7,600.00	$ (2,400.00)	-31.58%	$4,100.00	$8,200.00	$ (1,800.00)	-21.95%	$5,212.80	$10,425.60
18	GRAVEL FOR PATHS	CY	95	$120.00	$11,400.00	$121.00	$11,495.00	$ 95.00	0.83%	$207.00	$19,665.00	$ 8,265.00	72.50%	$250.00	$23,750.00	$ 12,350.00	108.33%	$215.00	$20,425.00	$ 9,025.00	79.17%	$475.00	$45,125.00	$ 33,725.00	295.83%	$253.60	$24,092.00
19	SCREENED GRAVEL, LOOSE MEASURE	CY	1,770	$100.00	$177,000.00	$99.00	$175,230.00	$ (1,770.00)	-1.01%	$196.00	$346,920.00	$ 169,920.00	96.00%	$150.00	$265,500.00	$ 88,500.00	50.00%	$115.00	$203,550.00	$ 26,550.00	15.00%	$395.00	$699,150.00	$ 522,150.00	295.00%	$191.00	$338,070.00
26	CONCRETE CURB	LF	30	$74.00	$2,220.00	$56.00	$1,680.00	$ (540.00)	-32.14%	$94.00	$2,820.00	$ 600.00	27.03%	$130.00	$3,900.00	$ 1,680.00	75.68%	$104.00	$3,120.00	$ 900.00	40.54%	$80.00	$2,400.00	$ 180.00	8.11%	$92.80	$2,784.00
28	CEMENT CONCRETE DRIVEWAYS & DRIVEWAY APRONS	SF	685	$21.00	$14,385.00	$15.00	$10,275.00	$ (4,110.00)	-40.00%	$26.00	$17,810.00	$ 3,425.00	23.81%	$25.00	$17,125.00	$ 2,740.00	19.05%	$22.00	$15,070.00	$ 685.00	4.76%	$47.00	$32,195.00	$ 17,810.00	123.81%	$27.00	$18,495.00
33	BAR REINFOREMENT FOR STRUCTURES	LB	900	$7.00	$6,300.00	$21.00	$18,900.00	$ 12,600.00	200.00%	$3.00	$2,700.00	$ (3,600.00)	-133.33%	$3.00	$2,700.00	$ (3,600.00)	-133.33%	$4.60	$4,140.00	$ (2,160.00)	-52.17%	$4.75	$4,275.00	$ (2,025.00)	-47.37%	$7.27	$6,543.00
36D	ASPHALT CONCRETE TYPE 1A (TOP & BINDER)	TON	15	$800.00	$12,000.00	$400.00	$6,000.00	$ (6,000.00)	-100.00%	$298.00	$4,470.00	$ (7,530.00)	-168.46%	$1,400.00	$21,000.00	$ 9,000.00	75.00%	$500.00	$7,500.00	$ (4,500.00)	-60.00%	$725.00	$10,875.00	$ (1,125.00)	-10.34%	$664.60	$9,969.00
58RPC	SAW CUTTING EXISTING ROADWAY PAVEMENT AND CONCRETE	LF	110	$10.00	$1,100.00	$12.00	$1,320.00	$ 220.00	20.00%	$5.00	$550.00	$ (550.00)	-100.00%	$30.00	$3,300.00	$ 2,200.00	200.00%	$6.60	$726.00	$ (374.00)	-51.52%	$30.00	$3,300.00	$ 2,200.00	200.00%	$16.72	$1,839.20
91	CONCRETE BLOCK PAVING	SY	8	$300.00	$2,400.00	$250.00	$2,000.00	$ (400.00)	-20.00%	$661.00	$5,288.00	$ 2,888.00	120.33%	$230.00	$1,840.00	$ (560.00)	-30.43%	$460.00	$3,680.00	$ 1,280.00	53.33%	$535.00	$4,280.00	$ 1,880.00	78.33%	$427.20	$3,417.60
96ACB	CELLULAR CONCRETE MATTRESS	SF	2,600	$39.00	$101,400.00	$21.00	$54,600.00	$ (46,800.00)	-85.71%	$36.00	$93,600.00	$ (7,800.00)	-8.33%	$36.00	$93,600.00	$ (7,800.00)	-8.33%	$23.50	$61,100.00	$ (40,300.00)	-65.96%	$50.00	$130,000.00	$ 28,600.00	28.21%	$33.30	$86,580.00
96H	STONE FILLING (HEAVY)	CY	400	$250.00	$115,000.00	$135.00	$62,100.00	$ (52,900.00)	-85.19%	$447.00	$205,620.00	$ 90,620.00	78.80%	$180.00	$82,800.00	$ (32,200.00)	-38.89%	$166.00	$76,360.00	$ (38,640.00)	-50.60%	$345.00	$158,700.00	$ 43,700.00	38.00%	$254.60	$117,116.00
96M	STONE FILLING (MEDIUM)	CY	4,870	$250.00	$1,217,500.00	$115.00	$560,050.00	$ (657,450.00)	-117.39%	$290.00	$1,412,300.00	$ 194,800.00	16.00%	$160.00	$779,200.00	$ (438,300.00)	-56.25%	$133.00	$647,710.00	$ (569,790.00)	-87.97%	$345.00	$1,680,150.00	$ 462,650.00	38.00%	$208.60	$1,015,882.00
97	GROUTED RIP-RAP	CY	84	$350.00	$29,400.00	$315.00	$26,460.00	$ (2,940.00)	-11.11%	$1,000.00	$84,000.00	$ 54,600.00	185.71%	$510.00	$42,840.00	$ 13,440.00	45.71%	$327.00	$27,468.00	$ (1,932.00)	-7.03%	$535.00	$44,940.00	$ 15,540.00	52.86%	$537.40	$45,141.60
102	WORK ZONE TRAFFIC CONTROL	LS	1	$90,600.00	$90,600.00	$20,160.00	$20,160.00	$ (70,440.00)	-349.40%	$25,000.00	$25,000.00	$ (65,600.00)	-262.40%	$780.00	$780.00	$ (89,820.00)	-11515.38%	$161,000.00	$161,000.00	$ 70,400.00	77.70%	$103,000.00	$103,000.00	$ 12,400.00	13.69%	$61,988.00	$61,988.00
104PC-6	POLYOLEFIN COATED CHAIN LINK FENCING 6' HIGH	LF	410	$125.00	$51,250.00	$69.00	$28,290.00	$ (22,960.00)	-81.16%	$114.00	$46,740.00	$ (4,510.00)	-9.65%	$70.00	$32,390.00	$ (18,860.00)	-58.23%	$60.00	$24,600.00	$ (26,650.00)	-108.33%	$175.00	$71,750.00	$ 20,500.00	40.00%	$99.40	$40,754.00
111	REMOVAL AND REPLACEMENT OF PAVEMENTS	SY	6	$500.00	$3,000.00	$560.00	$3,360.00	$ 360.00	12.00%	$503.00	$3,018.00	$ 18.00	0.60%	$2,920.00	$17,520.00	$ 14,520.00	484.00%	$692.00	$4,152.00	$ 1,152.00	38.40%	$1,675.00	$10,050.00	$ 7,050.00	235.00%	$1,270.00	$7,620.00
117	TEMPORARY FENCE	LF	740	$15.00	$11,100.00	$4.00	$2,960.00	$ (8,140.00)	-275.00%	$17.00	$12,580.00	$ 1,480.00	13.33%	$18.00	$13,320.00	$ 2,220.00	20.00%	$5.75	$4,255.00	$ (6,845.00)	-160.87%	$40.00	$29,600.00	$ 18,500.00	166.67%	$16.95	$12,543.00
117SC	SECURITY FENCE WITH GATE	LS	1	$21,000.00	$21,000.00	$3,360.00	$3,360.00	$ (17,640.00)	-525.00%	$5,572.00	$5,572.00	$ (15,428.00)	-276.88%	$5,900.00	$5,900.00	$ (15,100.00)	-255.93%	$9,700.00	$9,700.00	$ (11,300.00)	-116.49%	$20,000.00	$20,000.00	$ (1,000.00)	-5.00%	$8,906.40	$8,906.40
121	DRY-BOUND BASE COURSE	SY	390	$80.00	$31,200.00	$28.00	$10,920.00	$ (20,280.00)	-185.71%	$87.00	$33,930.00	$ 2,730.00	8.75%	$190.00	$74,100.00	$ 42,900.00	137.50%	$68.00	$26,520.00	$ (4,680.00)	-17.65%	$495.00	$193,050.00	$ 161,850.00	518.75%	$173.60	$67,704.00
136	SURVEY STAKEOUT	LS	1	$60,500.00	$60,500.00	$50,000.00	$50,000.00	$ (10,500.00)	-21.00%	$72,643.00	$72,643.00	$ 12,143.00	20.07%	$88,862.00	$88,862.00	$ 28,362.00	46.88%	$22,000.00	$22,000.00	$ (38,500.00)	-175.00%	$115,000.00	$115,000.00	$ 54,500.00	90.08%	$69,701.00	$69,701.00
141	SILT FENCE	LF	4,500	$6.50	$29,250.00	$6.00	$27,000.00	$ (2,250.00)	-8.33%	$19.00	$85,500.00	$ 56,250.00	192.31%	$16.00	$72,000.00	$ 42,750.00	146.15%	$5.60	$25,200.00	$ (4,050.00)	-16.07%	$13.00	$58,500.00	$ 29,250.00	100.00%	$11.92	$53,640.00
141A	DRY BALE/STRAW BALES	SY	25	$20.00	$500.00	$21.00	$525.00	$ 25.00	5.00%	$23.00	$575.00	$ 75.00	15.00%	$100.00	$2,500.00	$ 2,000.00	400.00%	$22.00	$550.00	$ 50.00	10.00%	$45.00	$1,125.00	$ 625.00	125.00%	$42.20	$1,055.00
141B	SILT PROTECTION FOR CURB INLET DRAINAGE STRUCTURES	EA	10	$450.00	$4,500.00	$4,220.00	$4,220.00	$ (280.00)	-6.64%	$422.00	$4,220.00	$ (280.00)	-6.64%	$630.00	$6,300.00	$ 1,800.00	40.00%	$110.00	$1,100.00	$ (3,400.00)	-309.09%	$225.00	$2,250.00	$ (2,250.00)	-100.00%	$333.40	$3,334.00
141SS-D	CONSTRUCTION ENTRANCE TEMPORARY	SY	75	$89.00	$6,675.00	$34.00	$2,550.00	$ (4,125.00)	-161.76%	$28.00	$2,100.00	$ (4,575.00)	-217.86%	$45.00	$3,375.00	$ (3,300.00)	-97.78%	$51.00	$3,825.00	$ (2,850.00)	-74.51%	$100.00	$7,500.00	$ 825.00	12.36%	$51.60	$3,870.00
158A	GEOTEXTILE CLOTH	SY	13,150	$3.20	$42,080.00	$0.20	$2,630.00	$ (39,450.00)	-1500.00%	$1.00	$13,150.00	$ (28,930.00)	-220.00%	$5.00	$65,750.00	$ 23,670.00	56.25%	$5.20	$68,380.00	$ 26,300.00	62.50%	$5.00	$65,750.00	$ 23,670.00	56.25%	$3.28	$43,132.00
158B-SP	PERMANENT TURF REINFORCEMENT MAT	SY	5,885	$8.00	$47,080.00	$8.00	$47,080.00	$ -	0.00%	$10.00	$58,850.00	$ 11,770.00	25.00%	$14.00	$82,390.00	$ 35,310.00	75.00%	$15.40	$90,629.00	$ 43,549.00	92.50%	$16.00	$94,160.00	$ 47,080.00	100.00%	$12.68	$74,621.80
361C-1SS	PLANTING SHRUBS	EA	60	$125.00	$7,500.00	$314.00	$18,840.00	$ 11,340.00	151.20%	$236.00	$14,160.00	$ 6,660.00	88.80%	$140.00	$8,400.00	$ 900.00	12.00%	$148.00	$8,880.00	$ 1,380.00	18.40%	$155.00	$9,300.00	$ 1,800.00	24.00%	$198.60	$11,916.00
367-2SS	HYDROSEED - MIXTURE A	ACRE	2	$8,000.00	$13,600.00	$7,500.00	$12,750.00	$ (850.00)	-6.67%	$31,934.00	$54,287.80	$ 40,687.80	299.18%	$12,000.00	$20,400.00	$ 6,800.00	50.00%	$13,200.00	$22,440.00	$ 8,840.00	65.00%	$15,000.00	$25,500.00	$ 11,900.00	87.50%	$15,926.80	$27,075.56
420SS	SWEDGED RAILING SYSTEM	LF	40	$375.00	$15,000.00	$219.00	$8,760.00	$ (6,240.00)	-71.23%	$707.00	$28,280.00	$ 13,280.00	88.53%	$600.00	$24,000.00	$ 9,000.00	60.00%	$210.00	$8,400.00	$ (6,600.00)	-78.57%	$700.00	$28,000.00	$ 13,000.00	86.67%	$487.20	$19,488.00
500	CONCRETE SPALL AND FACE REPAIRS	SF	50	$260.00	$13,000.00	$127.00	$6,350.00	$ (6,650.00)	-104.72%	$272.00	$13,600.00	$ 600.00	4.62%	$548.00	$27,400.00	$ 14,400.00	110.77%	$183.00	$9,150.00	$ (3,850.00)	-42.08%	$600.00	$30,000.00	$ 17,000.00	130.77%	$430.40	$21,520.00
501	CONCRETE FACE CRACK REPAIRS	LF	30	$350.00	$10,500.00	$120.00	$3,600.00	$ (6,900.00)	-191.67%	$90.00	$2,700.00	$ (7,800.00)	-288.89%	$630.00	$18,900.00	$ 8,400.00	80.00%	$300.00	$9,000.00	$ (1,500.00)	-16.67%	$350.00	$10,500.00	$ -	0.00%	$298.00	$8,940.00
519	SAND BAGS IN PLACE	CY	60	$100.00	$6,000.00	$155.00	$9,300.00	$ 3,300.00	55.00%	$529.00	$31,740.00	$ 25,740.00	429.00%	$1,500.00	$90,000.00	$ 84,000.00	1400.00%	$490.00	$29,400.00	$ 23,400.00	390.00%	$900.00	$54,000.00	$ 48,000.00	800.00%	$714.80	$42,888.00

Error
Engineers Estimate

TOTAL	$3,290,714.00	Unit Price Total	$404,415.20	Unit Price Total	$637,049.00	Unit Price Total	$810,107.50	Unit Price Total	$674,543.75	Unit Price Total	$1,097,742.25
		Sub total	$1,662,046.00	**Sub total**	$3,660,722.80	**Sub total**	$2,929,292.00	**Sub total**	$2,306,078.00	**Sub total**	$4,997,761.00
WITH 10% CONTINGENCY	**$3,619,785.40**	Difference from EE	$ (1,628,668.00)	Difference from EE	$ 370,008.80	Difference from EE	$ (361,422.00)	Difference from EE	-$984,636.00	Difference from EE	$ 1,707,047.00
			2.01%		110.11%		87.66%		57.30%		134.16%

L. K. McLean Associates Engineering & Surveying, D.P.C.

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CHRISTINE L.BELSON, MBA, SHRM-SCP, PRINCIPAL-CONTROLLER

Associates

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ANDREW B. SPEISER
VINCENT CORRADO, P.E.
KEVIN J. PETERMAN, P.E.
KARA M. O'NEILL, GISP, MBA

*** TRANSMITTED VIA EMAIL ***

June 10, 2025

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Attn: Michael Kwaschyn, Acting Commissioner of Public Works,
MKwaschyn@nassaucountyny.gov

Re: Whitney Drain Rehabilitation
Letter Recommending Award to D.F. Stone Contracting, LTD
Contract #S35125-01G - LKMA No. 21141.000

Dear Mr. Kwaschyn:

Bids were received and opened by Nassau County Department of Public Works on June 3, 2025 at 10:30 AM. Five (5) bids were received and opened. The results were as follows:

Contractor	Bid Received
D.F. Stone Contracting, Ltd	$1,662.046.00
Pioneer Landscaping + Asphalt Paving, Inc.	$2,306,078.00
H + L Contracting, LLC	$2,929,292.00
Galvin Bros, Inc.	$3,660,722.80
Pratt Brothers, Inc.	$4,997,761.00

Bid Analysis of Low Bidder

In general, the low bidder's unit prices appear to be reasonable in comparison with the Engineer's Estimate, with the exception of the following major and minor items:

Major Items (>$50,000 Bid Price & Differs More Than 25% from Engineer's Estimate)

A. The low bidder's unit price of $70,448.00/LS for Item 1 – Clearing and Grubbing is 276.16% lower than the Engineer's unit price of $265,000.00/LS. However, the low bidder's unit price is in line with the 2nd place bidder's unit price of $72,000.00/LS. This is a lump sum item that has no possibility of increasing in quantity.

B. The low bidder's unit price of $210,728.00/LS for Item 2SS – Unclassified Excavation is 32.87% lower than the Engineer's unit price of $280,000.00/LS. However, the low bidder's unit price is in line with the 4th place bidder's unit price of $205,000.00/LS. This is a lump sum item that has no possibility of increasing in quantity.

C. The low bidder's unit price of $21.00/SF for Item 96ACB – Cellular Concrete Mattress is 85.71% lower than the Engineer's unit price of $39.00/SF. However, this price is in line with the second low bidders unit price of $23.50/SF. Bid quantities have been verified.

D. The low bidder's unit price of $135.00/CY for Item 96H – Stone Filling (Heavy) is 85.19% lower than the Engineer's unit price of $250.00/CY. However, the low bidder's unit price is in line with the 2nd place bidder's price of $166.00/CY. Bid quantities have been verified.

E. The low bidder's unit price of $115.00/CY for Item 96M – Stone Filling (Medium) is 117.39% lower than the Engineer's unit price of $250.00/CY. The low bidder's unit price is the lowest of all bids received. The low bidder's unit price is in line with the 2nd and 3rd place bidder's unit prices of $133.00/CY and $160.00/CY, respectively. This indicates their price is reasonable. Bid quantities have been verified.

Minor Items (<$50,000 Bid Price & Differs More Than 100% from Engineer's Estimate)

A. The low bidder's unit price of $25,424.00/LS for Item 1M/F – Mobilization with Field Office is 375.93% lower than the Engineer's unit price of $121,000/LS. The low bidder's unit price is significantly lower than the next lowest by $89,576, while the average for the rest of the bidders falls around $150,000. This indicates that the low bidder's unit price may be low. This is a lump sum item that has no possibility of increasing in quantity.

B. The low bidder's unit price of $29.00/CY for Item 4B – Cement Concrete Breaking (Structures) is 762.07% lower than the Engineer's unit price of $250.00/CY. The low bidder's unit price is in line with the 2nd and 3rd place bidder's unit prices of $35.00/CY and $23.00/CY, respectively. We believe the engineer's estimate price is high. Bid quantities have been verified.

C. The low bidder's unit price of $28.00/CY for Item 5C – Selected Fill is 114.29% lower than the Engineer's unit price of $60.00/CY. The low bidder's unit price is the lowest of

all bid prices received which range from $49.00/CY to $210.00/SF having an average bid price of $109.40/CY. This indicates that the low bidder's unit price may be low Bid quantities have been verified.

D. The low bidder's unit price of $2.00/SY for Item 7 – Preparing Fine Grade is 307.50% lower than the Engineer's unit price of $8.15/SY. The low bidder's unit price is comparable to the 2nd and 3rd place bidder's unit prices of $3.10/SY and $1.50/SY, respectively. The average bid price based on all bids received is $3.62/SY. This indicates that the low bidder's unit price is reasonable. Bid quantities have been verified.

E. The low bidder's unit price of $84.00/LF for Item 12DIP-8 – Ductile Iron Culvert Pipe – 8" Diameter is 435.71% lower than the Engineer's unit price of $450.00/LF. The low bidder's unit price is significantly lower than the next lowest by $243.00/LF, while the bids range from $243.00/LF to $560.00/LF. This indicates that the low bidder's unit price may be low. Bid quantities have been verified.

F. The low bidder's unit price of $955.00/CY for Item 17A – Class A Concrete for Structures is 109.42% lower than the Engineer's unit price of $2,000.00/CY. The four other bids received range from $2,030.00/CY to $3,500.00/CY. The low bidder's unit price is significantly lower than the average unit price of $2,276.60/CY. This indicates that the low bidder's unit price may be low. Bid quantities have been verified.

G. The low bidder's unit price of $1,960.00/CY for Item 17GG – Class GG Concrete (Underwater Placement) is 155.10% lower than the Engineer's unit price of $5,000.00/CY. The low bidder's unit price is significantly lower than the next lowest by $3,800/CY. The average of all the bids received is $5,212.80/CY. This indicates that the low bidder's unit price may be low. Bid quantities have been verified.

H. The low bidder's unit price of $21.00/LB for Item 33 – Bar Reinforcement for Structures is 200.00% higher than the Engineer's unit price of $7.00/LB. The low bidder's unit price is significantly higher than all other bids received, which range from $3.00/LB to $4.75/LB. This indicates that the low bidder's unit price may be high. Bid quantities have been verified.

I. The low bidder's unit price of $400.00/TON for Item 36D – Asphalt Concrete Type 1A (Top & Binder) is 100.00% lower than the Engineer's unit price of $800.00/TON. The low bidder's unit price is in line with the 2nd and 4th place bidder's unit prices of $500.00/TON and $298.00/TON respectively, indicating their price is reasonable. Bid quantities have been verified.

J. The low bidder's unit price of $20,160.00/LS for Item 102 – Work Zone Traffic Control is 349.40% lower than the Engineer's unit price of $90,600.00/LS. However, the low bidder's unit price is in line with the fourth place bidders unit price of $25,000/LS. These prices are likely low since this is not a highly trafficked area requiring exclusive WZTC. This is a lump sum item that has no possibility of increasing in quantity.

K. The low bidder's unit price of $4.00/LF for Item 117 – Temporary Fence is 275.00% lower than the Engineer's unit price of $15.00/LF. However, the low bidder's unit price is comparable to the 2nd place bidder's unit price of $5.75/LF, while it is much lower than the other bids received which range from $17.00/LF to $40.00/LF. This indicates that the low bidder's unit price may be low. Bid quantities have been verified.

L. The low bidder's unit price of $3,360.00/LS for Item 117SC – Security Fence with Gate is 525.00% lower than the Engineer's unit price of $21,000.00/LS. However, the low bidder's unit price is the lowest of all bids received and is in line with the 3rd and 4th place bidders unit costs of $5,900.00/LS and $5,572.00/LS respectively. This is a lump sum item that has no possibility of increasing in quantity.

M. The low bidder's unit price of $28.00/CY for Item 121 – Drybound Base Course is 185.71% lower than the Engineer's unit price of $80.00/CY. The unit price is significantly lower than all other bids received which range from $87.00/CY to $495.00/CY. The average unit price of all bids received is $173.60/CY. This indicates that the low bidder's unit price may be low. Bid quantities have been verified.

N. The low bidder's unit price of $34.00/SY for Item 141SS-D – Construction Entrance Temporary is 161.76% lower than the Engineer's unit price of $89.00/SY. The low bidder's unit price is in line with the 2nd, 3rd and 4th place bidder's unit price of $51.00/SY, $45.00/SY and $28.00/SY, respectively. This indicates that the low bidder's unit price is reasonable. Bid quantities have been verified.

O. The low bidder's unit price of $0.20/SY for Item 158A – Geotextile Cloth is 1,500.00% lower than the Engineer's unit price of $3.20/SY. The low bidder's unit price is significantly lower than the next lowest bid, 4th place bidder, of $1.00/SY. The remaining three bids vary from $5.00/SY to $5.20/SY. This indicates that the low bidder's unit price may be low. Bid quantities have been verified.

P. The low bidder's unit price of $314.00/EA for Item 361C-1SS – Planting Shrubs is 151.20% higher than the Engineer's unit price of $125.00/EA. However, the low bidder's unit price is in line with the fourth place bidder's unit price of $236.00/EA. Bid quantities have been verified.

Q. The low bidder's unit price of $127.00/SF for Item 500 – Concrete Spall and Face Repairs is 104.72% lower than the Engineer's unit price of $260.00/SF. The low bidder's unit price is in line with the 2nd place bidder's price of $183.00/EA. The low bidder's unit price is significantly lower than the average unit price of $430.00/SF. This indicates that the low bidder's unit price may be low. Bid quantities have been verified.

R. The low bidder's unit price of $120.00/LF for Item 501 – Concrete Face Crack Repairs is 191.67% lower than the Engineer's unit price of $350.00/SF. However, the low bidder's unit price is in line with the 4th place bidder's price of $90.00/LF. Bid quantities have been verified.

Bidder Responsibility and Qualifications

The following checks were performed on the low bidder for bidder responsibility:

- The low bidder is not on the General Services Administration list of debarred, suspended or excluded firms ineligible for Federal Aid.
- The low bidder is not on the Department of Labor list of firms debarred for willful violations of the Labor Law.
- The Department of State database was checked to ensure that the corporation has the proper authority to conduct business in New York State.
- The website for the Office of Safety and Health Administration for safety violations was checked and the low bidder has no violations.

The apparent low bidder D.F. Stone Contracting, Ltd with a base bid of $1,662,046.00 is $1,628,668.00 (49%) lower than the engineer's estimate of $3,290,714.00. Upon review of the above referenced information, the contractor's past experience, LKMA's correspondence with D.F. Stone's provided references, and LKMA's experience with the contractor, our office finds D.F. Stone Contracting, Ltd qualified and acceptable to be the contractor for the Whitney Drain Rehabilitation.

Due to the discrepancy between the low bidder and the remaining bidder's unit costs for items 5C, 12DIP-8, 17A, 17GG, 121, 158A, and 501 it is recommended to confirm with the contractor that they are comfortable with their unit prices bid for each of these items.

It is our understanding that D.F. Stone Contracting, Ltd has provided the required Bid Bond made payable to the County. Additionally, it is our understanding that Nassau County will complete a review to determine whether or not D.F. Stone Contracting, Ltd is in compliance with the required apprenticeship training program for this project.

Attached please find a summary of the bids (Construction Bid Breakdown). If there are any questions regarding this bid analysis letter, please do not hesitate to contact this office.

Very truly yours,
L.K. McLean Associates, D.P.C.

Keith J. Masseria, P.E.
Vice President

Enc.: Bid Analysis

REQUEST TO INITIATE RTI Number 24-0070

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ **RFQ** ☒ **RFP** ☐ **RFBC** ☐ **In-House or Requirements Work Order**

Project Title: Whitney Drain Rehabilitation

Department: Public Works Project Manager: Jerry Ennis Date: March 18, 2024

Service Requested: Construction services for the rehabilitation of Whitney Creek Drain.

Justification: This work is necessary to address severe erosion, displaced concrete panels, failure of concrete panels, obstructions to flow including downed trees, and provide improvements to increase the resiliency of Whitney Drain.

Requested by: Public Works Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) $4,000,000.00
Circle appropriate phase

Total Project Cost: $4,860,000.00 Includes, design, construction and CM

Date Start Work: March 2025 Phase being requested

Duration: 12 months Phase being requested

Capital Funding Approval: YES ☑ NO ☐ Vivian Hoocayo SIGNATURE 3/20/24 DATE

Funding Allocation (Capital Project): _____
See Attached Sheet if multiyear ☐

NIFS Entered : _____ SIGNATURE DATE

AIM Entered: Deanna Funk 3/28/24 SIGNATURE DATE

Funding Code: 35125-001 use this on all encumbrances

Timesheet Code: 24-0070 use this on timesheets

State Environmental Quality Review Act (SEQRA):
Type II Action ☐ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation _____

Department Head Approval: YES ☒ NO ☐ SIGNATURE

DCE/Ops Approval: YES ☑ NO ☐ SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment	See Attached Sheet ☐
1.			
2.			
3.			
4.			

DCE/Ops Approval: YES NO Signature _____

Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Devin Velasquez, Civil Engineer III

FROM: Office of the Commissioner

DATE: March 19, 2024

SUBJECT: CSEA Sub-Contracting Approval
C24-0070 Contract Number: 35125
Whitney Drain Rehabilitation

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C24-0070.**

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

for Roseann D'Alleva
Deputy Commissioner

RD:jd
c: Kenneth G. Arnold, Commissioner
Thomas M. George, Deputy Commissioner
Sean McBride, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

C24-0070

Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, President

FROM: Department of Public Works

DATE: March 19, 2024

SUBJECT: CSEA Notification of a Proposed DPW Contract
Whitney Drain Rehabilitation
Proposed Contract Number: 35125

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW contract/agreement is for work which has "historically and exclusively been performed by bargaining unit members".

1. The Department of Public Works plans to recommend a contract for Construction Services for the rehabilitation of Whitney Drain.

2. The scope of work involves rehabilitating Whitney Drain between Community Drive and Shelter Rock Road in Manhasset to address severe erosion, displacement of concrete panels, failure of concrete panels, concrete spalling and obstructions to flow including downed trees that have occurred within the drain. Installation of a temporary road, soil fill, stone, rip rap, turf reinforcement mats, drainage pipes, maintenance access ramps, fence, handrails, and erosion control devices are included. Reconstruction and repairs of the following structures: concrete sluiceways, concrete headwalls and foundations, concrete aprons, and concrete chute. The drain shall be graded, and topographic elevations shall be taken to ensure positive drainage. The construction start date is anticipated to be March 2025.

3. An estimate of the cost is: $4,000,000.00

4. An estimate of the duration is: Twelve (12) months.

Should you wish to propose an alternative to the proposed task order, please respond within ten (10) days to: Department of Public Works, Att: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.

Roseann D'Alleva
Deputy Commissioner

RD:TMG:jd
c: Jose Lopez, Director, Office of Labor Relations
Ross Bratin, Deputy Director, Office of Labor Relations
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Management Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Christopher Paggi, Chief Civil Engineer
Devin Velasquez, Civil Engineer II
Elizabeth Cotton, Special Assistant, Office of Labor Relations
Stephanie Zirilli, Administrative Assistant

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
1	1	LS	Clearing and Grubbing	For: Seventy thousand four hundred forty eight Dollars zero cents	$70,448.00	$70,448.00
1M/F	1	LS	Mobilization with Field Office	For: Twenty five thousand four hundred twenty four Dollars zero cents	$25,424.00	$25,424.00
2SS	1		Unclassified Excavation	For: Two hundred ten thousand seven hundred twenty eight Dollars zero cents	$210,728.00	$210,728.00
4B	700	CY	Cement Concrete Breaking (Structures)	For: Twenty Nine Dollars zero cents	$29.00	$20,300.00
5C	100	CY	Selected Fill	For: Twenty eight Dollars zero cents	$28.00	$2,800.00
7	14360	SY	Preparing Fine Grade	For: Two dollars zero cents	$2.00	$28,720.00
9	900	CY	Topsoil (Supplied)	For: Sixty eight dollars zero cents	$68.00	$61,200.00
12A-4-15	8	LF	Reinforced Concrete Pipe, Class IV, 15 Inch Diameter	For: One hundred Sixty eight Dollars zero cents	$168.00	$1,344.00
12A-4-36	8	LF	Reinforced Concrete Pipe, Class IV, 36 Inch Diameter	For: Three hundred Thirty six Dollars zero cents	$336.00	$2,688.00
12B-15	1	EA	Reinforced Concrete Pipe End Sections - 15" Diameter	For: Two thousand sixteen Dollars zero cents	$2,016.00	$2,016.00
12B-36	1	EA	Reinforced Concrete Pipe End Sections - 36" Diameter	For: six thousand eight hundred four dollars zero cents	$6,804.00	$6,804.00
12DIP-8	16	LF	Ductile Iron Culvert Pipe - 8" Diameter	For: Eighty four dollars zero cents	$84.00	$1,344.00
14	4	EA	Connections to Existing Drainage Facilities	For: Eight hundred forty Dollars zero cents	$840.00	$3,360.00
17A	31	CY	Class A Concrete For Structures	For: Nine hundred fifty five Dollars zero cents	$955.00	$29,605.00
17GG	2	CY	Class GG Concrete (Underwater Placement)	For: One thousand Nine hundred Sixty dollars zero cents	$1,960.00	$3,920.00
18	95	CY	Gravel for Paths	For: One hundred twenty one dollars zero cents	$121.00	$11,495.00
19	1770	CY	Screened Gravel, Loose Measure	For: Ninety Nine dollars zero cents	$99.00	$175,230.00
26	30	LF	Concrete Curb	For: Fifty six dollars zero cents	$56.00	$1,680.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
28	685	SF	Cement Concrete Driveways and Driveway Aprons	For: fifteen dollars zero cents	$15.00	$10,275.00
33	900	LB	Bar Reinforcement for Structures	For: Twenty One dollars zero cents	$21.00	$18,900.00
36D	15	TON	Asphalt Concrete Type 1A (Top & Binder)	For: four hundred dollars zero cents	$400.00	$6,000.00
58RPC	110	LF	Saw Cutting Existing Roadway Pavement & Concrete	For: Twelve dollars zero cents	$12.00	$1,320.00
91	8	SY	Concrete Block Paving	For: Two hundred fifty Dollars zero cents	$250.00	$2,000.00
96ACB	2600	SF	Cellular Concrete Mattress	For: Twenty one dollars zero cents	$21.00	$54,600.00
96H	460	CY	Stone Filling (Heavy)	For: One hundred thirty five dollars zero cents	$135.00	$62,100.00
96M	4870	CY	Stone Filling (Medium)	For: One hundred fifteen dollars zero cents	$115.00	$560,050.00
97	84	CY	Grouted Rip-Rap	For: Three hundred fifteen dollars zero cents	$315.00	$26,460.00
102	1	LS	Work Zone Traffic Control	For: Twenty thousand one hundred sixty dollars zero cents	$20,160.00	$20,160.00
104PC-6	410	LF	Polyolefin Coated Chain Link Fencing 6' High	For: Sixty Nine dollars zero cents	$69.00	$28,290.00
111	6	SY	Removal and Replacement of Pavements	For: Five hundred sixty dollars zero cents	$560.00	$3,360.00
117	740	LF	Temporary Fence	For: four dollars zero cents	$4.00	$2,960.00
117SC	1	LS	Security Fence with Gate at Construction Entrance	For: Three thousand three hundred sixty dollars zero cents	$3,360.00	$3,360.00
121	390	CY	Drybound Base Course	For: Twenty eight dollars zero cents	$28.00	$10,920.00
136	1	LS	Survey Stakeout	For: fifty thousand dollars zero cents	$50,000.00	$50,000.00
141	4500	LF	Silt Fence	For: Six dollars zero cents	$6.00	$27,000.00
141A	25	LF	Hay Bales/Straw Bales	For: Twenty one dollars zero cents	$21.00	$525.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
141C	10	EA	Silt Protection for Curb Inlet Drainage Structures	For: Two hundred eighty dollars zero cents	$ 280.00	$ 2,800.00
141SS-D	75	SY	Construction Entrance - Temporary	For: Thirty four dollars zero cents	$ 34.00	$ 2,550.00
158A	13,150	SF	Geotextile Cloth	For: zero dollars twenty cents	$ 0.20	$ 2,630.00
158B-SP	5885	SY	Permanent Turf Reinforcement Mat	For: eight dollars zero cents	$ 8.00	$47,080.00
361C-1SS	60	EA	Planting Shrubs	For: Three hundred fourteen dollars zero cents	$ 314.00	$ 18,840.00
367-2SS	1.70	ACRE	Hydroseeding Specialized Wetland Mix	For: seven thousand five hundred dollars zero cents	$ 7,500.00	$12,750.00
420SS	40	LF	Swedged Railing System	For: Two hundred nineteen dollars zero cents	$ 219.00	$ 8,760.00
500	50	SF	Concrete Spall and Face Repairs	For: One hundred twenty seven dollars zero cents	$ 127.00	$ 6,350.00
501	30	LF	Concrete Face Crack Repairs	For: One hundred twenty dollars zero cents	$ 120.00	$ 3,600.00
519	60	CY	Sand Bags In Place	For: One hundred fifty five dollars zero cents	$ 155.00	$ 9,300.00
				For:		
				For:		
				For:		

*Force Bid

Total Bid in Numbers $ 1,662,046.00

Total Amount in Words One Million Six hundred Sixty two thousand forty six dollars zero cents

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 28

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 28

   b. as a Subcontractor _____

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
See attached			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
See attached			

(use additional blank sheets if additional space is necessary)

5. Have you:
   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

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DFS Ongoing Projects

Project/ Owner	Contract Amount	Percent Complete	DFS Percent of Work Performed with own forces
SCWA 7835 Grading, Material Placement, Clearing, Exc. Misc. Sitework West Zone	[redacted]	As Needed Basis	100%
SCWA 7841 Furnishing, Installation and Cleanout of Overflow Drain Pits and other Misc work		As Needed Basis	100%
SCWA 7921 Grading, Material Place., Clearing, Exc. Misc. Sitework East		As Needed Basis	100%
SCWA 8104 - Furnishing, Installation and Cleanout of Overflow Drain Pit and other Misc work Lime Pits		As Needed Basis	100%
Town of Brookhaven Requirements Contract # 20210016		As Needed Basis	100%
NCDPW Requirements Contract S2001-06G		As Needed Basis	100%
Village of Babylon Drainage		As Needed Basis	100%
SCWA 8079 - Turf Establishment Work at Various Authority		As Needed Basis	100%
SCWA 8106 - Grading, Material Placement, Clearing, Excavating & Misc Sitework Zone A		As Needed Basis	100%
SCWA 8107 - Removal and Sifting Screening of Mixed Debris at Authorit CM Sites		As Needed Basis	100%

DFS Completed Projects

Project/ Owner	[redacted]	Percent Complete	DFS Percent of Work Performed with own forces
SCDPW Town of Brookhaven Rails to Trails		100%	70%
Town of Oyster Bay Massapequa Flood Diversion		100%	75%
Town of Babylon Coastal Outfalls		100%	100%
Town of Brookhaven Requirements Contract 20210016		100%	100%
NYS Office of Parks, Recreation & Historic Preservation Jones		100%	70%
Town of Islip Housing Authority Parking Lot Improvements		100%	85%
SCWA Land Grading		100%	100%
NCDPW Requirements Contract S2001-05G		100%	80%
National Grid Northport Maintenance Dredging		100%	100%
SCWA 7744 Grading, Material Placement, Clearing, Exc. Misc. Sitework East Zone		100%	100%
Town of Brookhaven Hallock Landing Road		100%	75%
Village of Shoreham Drainage Work		100%	100%
Village of Port Jefferson- Recharge Basin		100%	100%
Town of Brookhaven Stormwater & Living Shoreline		100%	95%
Village of Babylon Requirements Contract for Drainage Work		As Needed Basis	100%

References

Owner	Contact Name & Phone Number	
SCDPW	Justin Hipperling	631-852-4010
NCDPW	Gijo Varghese	516-666-2678
Town of Brookhaven	Gregg Kelsey	631-889-4360
SCWA	Shaun Mauldin	631-499-0965
NYS Office of Parks & Rec.	Anthony Labas	631-321-3576
LMJ Management and Construction Inc	Josh Seiden	631-224-8894
Village of Babylon	Jeff Pantajo	631-487-5290
National Grid	Arthur Scott	516-783-2479
Town of Oyster Bay	Chris Prunty	516-210-8916
Village of Shoreham	Kevin Quinn- LK Mclear	631-662-1118

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

N/A

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

N/A

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

N/A

10. In what other lines of business are you financially interested?

Bittle + Sons

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11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Brian Heinlein	Vice President	20+	Excavation Dewatering Drainage	Field Super + All Areas

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
See attached			- All Stored at 1230 Station Rd

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

N/A

(use additional blank sheets if additional space is necessary)

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D.F. STONE CONTRACTING, LTD EQUIPMENT LIST

NAME	SERIAL NUMBER
430 Center- Pivot	[redacted]
2014 Komatsu PC360LC-10 Hydraulic Excavator	
2021 Komatsu PC360LC-11 Hydraulic Excavator	
2022 Komatsu PC360LCI-11 iMC Smart Construction Hydraulic Excavator	
2022 Komatsu PC55MR-5 Excavator	
2013 Komatsu PC88MR-8 Hydraulic Excavator	
Komatsu PC138USLC-10 Hydraulic Excavator	
Komatsu PC228USLC-10 Hydraulic Excavator	
Komatsu PC238USLC-11 Hydraulic Excavator	
2019 Caterpillar 315FLCR Hydraulic Excavator	
2019 Komatsu D39PXi-24 "IMC" Crawler Dozer	
Komatsu D51PX-22 Crawler Dozer	

2016 Komatsu D61PX-24 Crawler Dozer	[redacted]
Komatsu WA480-6MC Wheel Loader (P-3)	
Komatsu WA480-6 Wheel Loader (P-4)	
Komatsu WA480-6 Wheel Loader (P-6)	
Komatsu WA480-6 Wheel Loader (P-5)	
Komatsu WA480-6 Wheel Loader (KC)	
2020 Komatsu WA480-8 Wheel Loader	
2019 Caterpillar 972M Wheel Loader	
2014 Takeuchi TL10CRH	
2014 Takeuchi TL10CR	
2016 Takeuchi TL10CR	
2016 Takeuchi TL10CRR	
2016 Takeuchi TL10CR	
2022 Takeuchi TL12R2-CRR	

Toro Dingo TX420	[redacted]
Wacker BPU4045A Reversible Plate Tamper	
2015 Ditch Witch FX50 Vacuum Excavator	
2021 Myers-Seth Pumps, Inc. DD-4SHA/T Double Diaphragm Pump (4")	
Metso CV100 Mobile Screener	
Wacker RD880 Roller	
Ingersoll-Rand DA30 Roller	
2005 Komatsu D41P-6C Bulldozer	
2012 Takeuchi TL250R	
2010 Gehl V270 Skid Steer Loader	
Caterpillar Model 252B2	
Weber CR8 Diesel Walk-Behind Compactor	
2000 SD115D Ingersoll-Rand Compactor	
EDCO SS-26-38K Self-propelled concrete/asphalt saw	

14. In what manner have you inspected this proposed work? Explain in detail.

Thoroughly reviewed spec book, proposal and plans with all items for this bid.
Performed a field investigation.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

1. Site security / Mobilize Field office 2. Erosion control 3. clearing and grubbing 4. Survey creek alignment 5. Excavate + Demo Existing creek 6. Export excess material 7. installation of stone / fabric / fine grade 8. install New headwalls + connect to existing pipe 9. install topsoil / hydroseed / landscaping

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Brian Heinlein

17. Insurance carried by your firm: - Certificates attached

Type	Company	Limits of Coverage	Term
G.L.	Transportation Ins. Co.	1,000,000 2,000,000	3/15/25 - 3/15/26
Auto	Obsidian Ins. Co	100,000	11/17/24 - 11/17/25
Ex. Auto	Obsidian Specialty Ins. Co.	900,000	11/17/24 - 11/17/25
Umbrella	Continental Casualty	5,000,000	3/15/25 - 3/15/26
Workers Comp.	Continental Ins. Co	1,000,000 1,000,000	11/25/24 - 11/25/25
Disability	Shelterpoint Life ins.	Statuatory	1/1/24 - 12/31/25

NO TEXT ON THIS PAGE

Brian Heinlein

QUALIFICATIONS SUMMARY

Dedicated and proactive manager of construction sites, contractors, and crew result in exceptional efficiency. Extensive experience in executing and planning complex, multi-million dollar commercial and government construction projects to achieve time, cost, and quality and safety metrics. Comprehensive knowledge of construction industry standards and best practices spanning safety regulations, OSHA compliance, building codes and government policies and operations.

SKILLS

- Drainage Installation
- MS Office
- Liquid Waste Treatment Installation
- Foreman
- Equipment Operator
- Landscaping

Work Experience

President, D.F. Stone Contracting Ltd, Medford NY Over 20 years

- Develop and implemented improved procedures and systems for the preparation of initial site inspection reports and detailed scope of work development.
- Visualize, analyze and communicate project scope of work, Coordinate cost/means and methods with owner.
- Examine and inspect field condition and identify problems, inaccuracies, and cost saving measures that arises or that may be encountered
- Site work equipment use include operating excavator

Work Summary

Nassau County Department of Public Works

- Reconstruction and Dewatering of Facilities
- Capital Project to remediate Drainage issues
- Culverts and recharge basin remediation

Suffolk County Department of Public Works

- Drainage reconstruction
- Side walk restoration

Town of Brookhaven

- Drainage restoration
- Sidewalk restoration
- Septic System installation
- Asphalt restoration

Town of Hempstead

- Drainage improvement
- Curb and sidewalk restoration
- Landscaping

Town of Islip

- Phase 1 improvements
- Site clearing/ grading

New York State Department of Transportation

- New York state recharge basin reconditioning 3
- Site clearing

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Transportation Writers Inc. 201 Moreland Rd Suite 10 Hauppauge NY 11788	CONTACT NAME: Coverages Unlimited PHONE (A/C, No, Ext): (631) 425-5111 FAX (A/C, No): (631) 425-2477 E-MAIL ADDRESS:
INSURED DF Stone Contracting, Ltd 1230 Station Rd Medford NY 11763	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Transporation Insurance Company [redacted] INSURER B : Continental Insurance Co INSURER C : Continental Casualty Company INSURER D : SHELTERPOINT LIFE INS CO INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [X] Completed Operations GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			[redacted]	03/15/2025	03/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000. $ 100,000. $ 15,000. $ 1,000,000. $ 2,000,000. $ 2,000,000. $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			[redacted]	03/15/2025	03/15/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000. $ 5,000,000. $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	11/25/2024	11/25/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000. $ 1,000,000. $ 1,000,000.
D	Disability			[redacted]	01/01/2024	12/31/2025		STATUTORY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Coverage

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

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/27/25

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: JOSEPH C. TINGO
THE TINGO INSURANCE AGENCY INC 3771 NESCONSET HIGHWAY, SUITE 210 SOUTH SETAUKET, NY 11720	PHONE (A/C, No, Ext): (631)619-4285 FAX (A/C, No): (631)619-4289 E-MAIL ADDRESS: JTINGO@TINGOINS.COM

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
D.F. STONE CONTRACTING LTD 1230 STATION ROAD MEDFORD, NY 11763	INSURER A: OBSIDIAN INSURANCE COMPANY	[redacted]
	INSURER B: OBSIDIAN SPECIALTY INSURANCE CO	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 100,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y	Y	[redacted]	11/17/24	11/17/25	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	EXCESS AUTO LIABILITY (FOLLOW FORM)	Y	Y	[redacted]	11/17/24	11/17/25		$ 900,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As pertains to the insured's operations.

Auto Liability Policy includes blanket Additional Insured, Waiver of Subrogation, and Primary & Non-Contributory wording.

CERTIFICATE HOLDER

Evidence of Insurance

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

Joseph C. Tingo

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New York State Department of Labor
Bureau of Public Work & Prevailing Wage Enforcement
State Office Campus, Building 12, Room 130
Albany, NY 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DF Stone Contracting, Ltd.
1230 Station Rd
Medford, New York 11763

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

This Certificate is valid for two (2) years, unless revoked or suspended.

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-l(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-l(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.

Shaun McCready

Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

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NEW YORK STATE | Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and Covered Private Construction Projects in the State of New York, Subject to the Prevailing Wage Requirements of NYS Labor Law Article 8

DF Stone Contracting, Ltd.
1230 Station Rd
Medford, New York 11763
Phone Number: 6319247500
Registration Number: [redacted]
Date of Issue: 2024-12-19
Expiration Date: 2026-12-19

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of Labor

MERIT APPRENTICESHIP ALLIANCE

Signatory Contractor: January 8, 2025

D.F. Stone Contracting
1230 Station Road
Medford, New York 11763

FEIN: [redacted]

Merit Apprenticeship Alliance NYSDOL Sponsor Code 51979
NYSDOL Apprentice Training Program Codes:

- Skilled Craft Laborer #18514, recertified September 15, 2017
- Operating Engineer (Heavy Equipment) #18318, recertified May 17, 2018
- Carpenter: #12037, recertified September 15, 2017
- Ironworker (Outside) #15221, approved October 5, 2017
- Cement Finisher/Cement Mason #11038, approved October 12, 2017

To Whom It May Concern,

Please be advised that the above noted contractor was accepted as a signatory employer effective June 15, 2022, and is in good standing with the Merit Apprenticeship Alliance NYSDOL registered Skilled Construction Laborer, Carpenter, Operating Engineer (heavy equipment), Cement Finisher and Ironworker apprenticeship program agreements.

The Merit Apprenticeship Alliance Skilled Construction Laborer, Carpenter, Operating Engineer (heavy equipment) apprenticeship programs, respectively, are recognized as "Class A Apprenticeship Programs" as each program is currently registered with and approved by the U.S. Department of Labor, and the New York State Department of Labor state apprenticeship agency. PART 601 REGISTRATION OF APPRENTICESHIP PROGRAMS AND AGREEMENTS (Statutory authority: Labor Law, art.23; § 811.1) establishes procedures and standards for the approval and registration of Apprenticeship Programs and agreements. Based on the calculation method defined by the NYSDOL [§ 601.8(b) and (c)] the Alliance graduation (completion) rates, as of August 15, 2023, are 67%, 50% and 69% respectively.

The Merit Apprenticeship Alliance apprenticeship standards were reviewed, approved, and registered in accordance with NYS Labor Law, Art.23; § 811 and the NYS Department of Labor Part 601 regulations per the above noted dates.

Pursuant to USDOL Title 29 CFR Part 29.13 (a) Recognition of State Apprenticeship Agencies, the New York State Apprenticeship Agency (SAA) is currently recognized by the Unites States Department of Labor (USDOL) and any apprentices registered in occupations officially recognized by the Department are recognized by the USDOL.

Additionally, this will certify that pursuant to N.J.A.C. 12:62-2.1(h)(2), the above noted contractor pays ongoing contributions into an ERISA-covered apprenticeship training program trust fund that is used to fund apprentice benefit plans and direct training costs."

The Merit Apprenticeship Alliance holds all signatories to the standards of the Program Registration Agreements and requires that each signatory commit that they will support the diversified training so as to result in normal advancement of the apprentice; employ craft workers to ensure safe and quality worksite training at all times in full compliance with the apprentice journeymen standard ratios and prevailing wages in the respective state in which the work is performed; and, employ the apprentice in a manner that will not conflict with our approved apprenticeship standards.

Signatory contractors are reviewed annually by the Board of Trustees; only those firms who demonstrate a commitment to our quality standards are renewed.

The Alliance is truly dedicated to our mission to provide Industry leading, registered apprenticeship training programs in full compliance with state and federal regulations.

Authorized by: Penelope M. Hazer

Penelope M. Hazer, President

EMPIRE STATE MERIT APPRENTICESHIP ALLIANCE, INC.
6320 Fly Road Suite 210A East Syracuse, NY 13057 315.440.8989
pmhazer@MeritAlliance.org www.MeritAlliance.org

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NEW YORK STATE Department of Labor

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 (number & street) E. Syracuse (city) NY (state) 13057 (zip code) Onondaga (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 ☐ H ☒ 1500	M ☐ H ☒ 1500	M ☐ H ☒ 1500	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐
18	19	20							

RECEIVED FEB 17 2023 D.E.W.S., SYRACUSE NY

16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. Patricia M Enos 2-15-23
Signature of Official Sponsor Representative — Date

18. _____ _____
Signature of Union Representative — Date

Patricia M Enos HR Manager
Print Name and Title

Print Name, Title, and Union Name

19. _____ 2/23/23
Signature New York State Department of Labor — Date

NYS Dept. of Labor Apprenticeship Training FEB 23 2023

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.
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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NEW YORK STATE OF OPPORTUNITY. Department of Labor

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	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 (number & street) E. Syracuse (city) NY (state) 13057 (zip code) Onondaga (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 ☐ H ☑ 1000	M ☐ H ☑ 1000	M ☐ H ☑ 1000	M ☐ H ☑ 1500	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐
17	18	19	20						

RECEIVED FEB 17 2023 D.E.W.S. - SYRACUSE NY

16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. Patricia MEnnis (Signature of Official Sponsor Representative) 2-15-23 (Date)

18. _____ (Signature of Union Representative) _____ (Date)

Patricia MEnnis HR Manager (Print Name and Title)

_____ (Print Name, Title, and Union Name)

19. _____ (Signature New York State Department of Labor) 2/23/23 (Date)

FEB 21 2023

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.
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

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 (number & street) E. Syracuse (city) NY (state) 13057 (zip code) Onondaga (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 ☐ H ☒ 1000	M ☐ H ☒ 1000	M ☐ H ☒ 1000	M ☐ H ☒ 1000	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐
17	18	19	20						

RECEIVED FEB 17 2023 D.E.W.S., SYRACUSE NY

16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. Patricia M Ennis 2-15-23
Signature of Official Sponsor Representative — Date

18. _____ _____
Signature of Union Representative — Date

Patricia M Ennis HR Manager
Print Name and Title

Print Name, Title, and Union Name

19. _____ 2/23/23
Signature New York State Department of Labor — Date

Approved FEB 21 2023

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.
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	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 (number & street) E. Syracuse (city) NY (state) 13057 (zip code) Onondaga (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 ☐ H ☒ 2000	M ☐ H ☒ 2000	M ☐ H ☒ 2000	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐
18	19	20							

RECEIVED FEB 17 2023 D.E.W.S., SYRACUSE NY

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) 2-15-23 (Date)
Patricia M Ennis HR Manager (Print Name and Title)

18. _____ (Signature of Union Representative) _____ (Date)
_____ (Print Name, Title, and Union Name)

19. _____ (Signature New York State Department of Labor) 2/23/23 (Date)

FEB 21 2023 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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15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.
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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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NEW YORK STATE OF OPPORTUNITY. Department of Labor

www.labor.ny.gov

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 (number & street) E. Syracuse (city) NY (state) 13057 (zip code) Onondaga (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 ☐ H ☒ 2000	M ☐ H ☒ 2000	M ☐ H ☒ 2000	M ☐ H ☒ 2000	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐	M ☐ H ☐
$15.00	$17.00	$18.00	$19.00						

RECEIVED NOV 14 2022 D.E.W.S. SYRACUSE NY

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) 18. _____ (Signature of Union Representative) _____ (Date)

Patricia M. Ennis (Print Name and Title)

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (Print Name, Title, and Union Name)

19. _____ (Signature New York State Department of Labor) 11/23/22 (Date)

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.
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NEW YORK STATE | Department of Labor

The Department of Labor, on behalf of the State of New York, issues this

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that

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
Commissioner of Labor
Kathy C. Hochul, *Governor*

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

The Department of Labor, on behalf of the State of New York, issues this

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that

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

Roberta Reardon
Commissioner of Labor
Kathy C. Hochul, *Governor*

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

The Department of Labor, on behalf of the State of New York, issues this

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that

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

Roberta Reardon
Commissioner of Labor
Kathy C. Hochul, *Governor*

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
Suffolk)ss.:
COUNTY OF ~~NASSAU~~)

Brian Heinlein Being duly sworn, deposes and says:
That he resides at [redacted] ~~Street~~,
in the City of [redacted] that he is the Vice President of
D.F. Stone Contracting Ltd.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 3rd day of June , 2025.

Michael Stephen Ardini
Notary

MICHAEL STEPHEN ARDINI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AR6220996
Qualified in Suffolk County
Commission Expires April 26, 2026

(Form of Affidavit where Bidder is a firm)

_____ Being duly sworn, deposes and says:
That he is a member of
the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

NO TEXT ON THIS PAGE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

George Heinlein President — 8/1/25

Name and Title of Authorized Representative — m/d/yy

[signature] — 8/1/25

Signature — Date

D.F. Stone Contracting Ltd.

Name of Organization

1230 Station Rd Medford NY 11763

Address of Organization

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	D.F. Stone Contracting Ltd.
Address (street/city/state/zip code):	1230 Station Road Medford N.Y. 11763
Authorized Representative (name/title):	Brian Heinlein, V.P.
Authorized Signature:	
Contract Number:	S35125-01G
Contract/Project Name:	Whitney Drain Rehabilitation
Contract/Project Description:	in the Town of North Hempstead and in the Hamlet of Manhasset Nassau County, N.Y.

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	1,662,046.00		
Total MBE Dollar Amount	85,000.00	MBE Contract Percentage	5.1%
Total WBE Dollar Amount	525,000.00	WBE Contract Percentage	31.5%
Total SDVOB Dollar Amount	100,000.00	SDVOB Contract Percentage	6.0%
Total Combined M/WBE/SDVOB Dollar Amount	710,000.00	Combined M/WBE/SDVOB Contract Percentage	42.6%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Alvear J+D.A. INC Address: 21 Ducky In City: Mastic Beach State/Zip Code: NY 11951 Authorized Representative: Jaime Alvear Telephone No. 631.456.6130	Trucking	Amount ($): 85,000.00 Award Date: 2026	Start Date: 2026 Completion Date: 2026
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
A+R Materials Address: 3308 NY-112 City: Medford State/Zip Code: NY 11763 Authorized Representative: Bob Bergold Telephone No. 631-438-8340	Supply and truck stone	Amount ($): 495,000.00 Award Date: 2026	Start Date: 2026 Completion Date: 2026
Name: Axela Services Address: 104 Kensington way City: Mount Kisco State/Zip Code: NY 10549 Authorized Representative: Marie Famoso Telephone No. 914-244-0046	Supply fabric and turf Mat	Amount ($): 30,000.00 Award Date: 2026	Start Date: 2026 Completion Date: 2026
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
United Global Construction Address: 640 Johnson Ave City: Bohemia State/Zip Code: NY 11706 Authorized Representative: Brian Murray Telephone No. 631-885-1124	Furnish and install erosion control + other labor activities	Amount ($): 100,000.00 Award Date: 2026	Start Date: 2026 Completion Date: 2026
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Certified: --

E-24-26

Filed with the Clerk of the Nassau County Legislature
2/17/26 9:58AM

NIFS ID: CQPD26000001

Capital:

Contract ID #: **CQPD26000001**

NIFS Entry Date: **01/14/2026**

Department: Police Dept.

Service: **Ambulance Billing Services**

Term: **Three years from date of execution**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Digitech Computer LLC**	ID#:**112693136**
Main Address: **480 Bedford Road Chappaqua, NY 10514**	
Main Contact: **Jacqueline Herrera**	
Main Phone:	

Department:
Contact Name: **Karen Taggart**
Address: **1490 Franklin Avenue Mineola, New York 11501**
Phone: **(516) 573-7210**
Email: **ktaggart@pdcn.org**

Contract Summary

Purpose: This is a new contract for ambulance billing services for the Department's Emergency Ambulance Bureau. Services will include, but are not limited to, recording and transmission of pre-hospital care reports ("PCRs"), billing and fee collection services, customer services and monitoring of industry issues.

Procurement History: A Request for Proposals ("RFP") was issued on October 11, 2024. The Department received five (5) proposals in response to the RFP. A selection committee was formed consisting of members of the Department's Emergency Ambulance Bureau. Representatives from the Department's Legal Bureau and Information Technology Unit as well as a representative from the Comptroller's office participated as non-voting advisors. The proposals were scored and ranked, and the contract was awarded to Digitech Computer LLC as the highest scoring proposer.

Description of General Provisions: See above

Impact on Funding / Price Analysis: This is a revenue generating contract. Encumbering $1,200.000.00 to pay vendor's percentage of net revenues as per the terms of the contract.

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: PD1011-2448

Advertised On: 10/11/2024

Advertised In: Bid Board, Official Newspaper

Proposals Due On: 12/10/2024

Number of proposals received: 5

Evaluation Committee members: J. O'Melia, F.Gephardt, P.Bohan, M. Mannarino,L.Perez

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

This is a revenue generating contract, the contract was awarded to Digitech having submitted the highest scoring proposal.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
PDH	10	1484	DE	PDPDH1484	DE500	PDPDH1484 DE500	01	$1,200,000.00
						TOTAL		**$1,200,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	X
County	$1,200,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$1,200,000.00**

Routing Slip

Department			
NIFS Entry	Karen Taggart	02/04/2026 02:49PM	Approved
NIFS Final Approval	William Field	02/10/2026 10:25AM	Approved
Final Approval	William Field	02/10/2026 10:25AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	02/10/2026 01:52PM	Approved
RE & Insurance Verification	Grady Farnan	02/10/2026 11:22AM	Approved
NIFS Approval	Mary Nori	02/13/2026 01:27PM	Approved
Final Approval	Mary Nori	02/13/2026 01:27PM	Approved
OMB			
NIFS Approval	Jeffrey Nogid	02/10/2026 03:17PM	Approved
NIFA Approval	Christopher Nolan	02/13/2026 12:43PM	Approved
Final Approval	Christopher Nolan	02/13/2026 12:43PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	02/13/2026 01:42PM	Approved
DCE Compliance Approval	Robert Cleary	02/13/2026 05:52PM	Approved
Vertical DCE Approval	Arthur Walsh	02/16/2026 08:49AM	Approved
Final Approval	Arthur Walsh	02/16/2026 08:49AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	02/16/2026 08:56AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND DIGITECH COMPUTER LLC

WHEREAS, the County has negotiated a personal services agreement with Digitech Computer LLC, to provide ambulance billing services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with Digitech Computer LLC.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

Nassau County, a municipal corporation having its principal office at1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, NY 11501 (the "Department"), and Digitech Computer LLC ("Digitech"), a limited liability New York corporation, having its principal address at 480 North Bedford Road Building 600, Second Floor, Suite C-202, Chappaqua, New York (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) Term.
   a) This Agreement shall commence on the date this Agreement is executed by the County and shall terminate three (3) years after that date ("Initial Term"), unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for two (2) additional one (1) year periods (the "Renewal Term"), for a possible total term of five (5) years, subject to the County's right of early termination as provided in the contract.
   b) The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.
   c) Billing Work Begin Date. This shall mean the date by which the prior vendor stops accepting EAB batch billing data from PCR software, and Digitech shall start intake of same data at this time. The prior vendor's last date to accept data for billing shall be March 31, 2026, at 11:59 p.m. Digitech shall begin accepting data for billing on April 1, 2026, at 12:00 a.m.

2) Services.

The services and scope of work to be provided by the Contractor under this Agreement shall consist of the recording and transmission of pre-hospital care reports ("PCR") and billing and fee collection services for the Department's Emergency Ambulance Bureau ("Services"). Such Services are further and more specifically set forth in Exhibit A and include, but are not limited to, monitoring of industry issues, recording of PCRs, ambulance billing services, customer service, providing computer hardware and software, providing business continuity and disaster recovery plans. The Contractor will provide to the County any necessary hardware and software as well as any ancillary items needed in relation to the services being provided. These items are more fully set forth in Exhibit A and include but are not limited to:

+ All hardware and software required by the Department and Digitech personnel to perform medical transport billing and collection accurately and efficiently
+ All mailing forms and envelopes necessary to perform all billing functions
+ Any postage necessary to mail billing or other information to patients, insurance companies, third parties, and attorneys
+ Availability of a national toll free 800 number for patients, County personnel, insurance companies, attorneys, and third parties to call for information or discussion of account status
+ All fees related to our national database searches for patient demographic information
+ All fees related to the electronic submission of claims
+ All fees and expenses associated with the hosting of our application
+ An electronic interface to the County's ePCR system or to any future ePCR system chosen by the County during the term of the contract
+ Ongoing review of ePCR documentation by qualified Digitech staff
+ Ongoing review and analysis of rates, policies, and procedures with County officials
+ Documentation compliance training for County medics through the Digitech Learning Center
+ Regular meetings for review of performance on a mutually agreed upon schedule
+ Mailing of Notices of Privacy Practices
+ Credit card processing fees

Hardware:

- Sixty- five (65) G2 Tough books: BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1 WUXGA Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD (quick-release), Intel Wi-Fi 6E, Bluetooth, 4G EM7595, GPS, COM Splitter, Dual Pass(Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 13MP Rear Camera, Contactless Smartcard, Barcode, Standard Battery, Bridge Battery, TPM 2.0, FZ-SVCTPNF3YR - 3 Year Protection Plus Warranty, FZ-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ- SVCFESGEN 10-Field Engineering Support
- Sixty-five (65) Verizon cellular air cards for use with Toughbook devices
- Sixty-five (65) Keyboards for FZ-G2. Emissive Color-selectable Backlit (4 levels). Handle/Kickstand. USB-A, USB-C, Kensington Lock
- Sixty-five (65) Absolute Resilience licenses - 36 Month Term - 1-249 Unit Volume- For State and Local Government
- Sixty-five (65) 3-Year Smart Battery Warranties with Smart Battery Monitoring Software For Windows Toughbooks Primary Battery
- Sixty-five (65) Peripherals and Accessories:
    - Standard Battery for FZ-G2
    - Shoulder Strap for FZ-G2
    - Digitizer Stylus Pen for FZ-G2. 2-button (Right-click, erase). Waterproof, Meets I PSS
    - Tether for Digitizer Stylus Pen for FZ-G2
    - AC Adapter (110W) for CF-33, FZ-40, FZ-55, FZ-G2
    - Toughmate G2 Enhanced Rotating Hand Strap
- One (1) industrial grade shredder
- Four (4) desktop computers and associated software and hardware

- Five (5) laptop computers with Verizon cellular air cards
- Two (2) high-speed scanners
- Three (3) high-speed printers

Software:

- ESO EHR
- EHR CAD Integration
- EHR Cardiac Monitor Integration
- EHR Billing Interface
- EHR Fax
- Insight Add-On to HDE EMS Connection
- ESO Software EHR Training Site
- Antivirus software licenses as required by the Department

+ Contractor will pay all fees associated with telecommunications connectivity services including but not limited to Lightpath connections.

+ Contractor will provide the County with a credit card for use toward subscriptions for operational software and replacement hardware accessories and sundry items not listed separately above. Credit card limit is initially set at $75,000 annually with that limit subject to adjustment based on County's needs.

+ The Contractor shall provide the Department with the technological capabilities for Automated PCR Field Data Entry, which will provide the Department with the ability to collect patient information at the scene of an incident, enroute to the hospital and /or while at the hospital. In support thereof the Contractor shall supply approved mobile electronic devices of the Department's choosing for collection of EPCR data. It shall be the responsibility of the Contractor to replace any mobile electronic device that is determined to be irreparable by the Department. This shall be done within 30 days of such request.

+ The Contractor shall provide computer software, hardware, peripherals and accessories as needed by the Department, in conformity with such items and materials currently utilized by the Department. Upgrades and/or expansion of equipment, software, hardware, peripherals and accessory needs as required by the Department will also be responsibility of vendor. All requested replacements or upgrades of hardware, software peripherals and accessories shall be done within thirty (30) days of the request by the Department.

+ The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The County will make all final decisions regarding their IT system operations.

+ Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) Payment.

(a) Amount of Consideration. The Contractor shall be compensated upon a percentage of net revenues. Net revenues are defined as the total sum of all monies collected by the Contractor less amounts refunded or credited to a patient or a third-party payor as a result of overpayments, Medicaid payments, erroneous payments or returned checks. The Contractor shall be paid 5.95% of net revenues for the durations of this Agreement. Pursuant to New York State law, the Contractor shall be paid a flat fee of Six Dollars ($6.00) per Medicaid claim.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) Non-Completion. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has receive. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

5) Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this

Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6) **No Arrears, Default and/or Claims.** The Contractor represents it is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law.**
   (a) **Generally.** The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.
   (b) **Records Access.** The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require and ensure all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) agree to and abide by a standard of confidentiality and non-disclosure that is no less stringent than what is articulated in the attached **Exhibit C** (the "Confidentiality Agreement")and Exhibit D (the "Non-Disclosure Agreement"), prior to commencing Services under this Agreement. Confidentiality agreements and Non-Disclosure agreements may be required to be executed by the Contractor or their agent from time to time upon the County's reasonable request. . The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
   (c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **Prohibition of Gifts.** In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant,

construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

9) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

10) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
   a) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
   b) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
   c) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:
   a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
   b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
   c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
   d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
   e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;

f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and

g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

12) Minimum Service Standards. Regardless of whether required by Law:

a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

c) The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) Right to Works and Ownership of Data.

a) Upon execution of this Agreement, any tangible reports, documents, data, designs, drawings, photographs, and/or any other material provided to the County pursuant to the Agreement, and any and all drafts and/or preliminary materials, in any format, to such items, shall become the exclusive property of the County. Notwithstanding the foregoing, (i) Contractor retains all rights in its intellectual property and trade secrets contained in the materials, and no ownership rights are transferred to the County hereunder, and (ii) the parties agree all rights related to de-identification and aggregation of data shall be governed by the Business Associate Agreement, attached hereto as **Exhibit B**.

b) All original records, accounts receivable data and documentation pertaining to said data is, and shall remain, the property of the County, and shall be delivered or returned to the County in a format mutually agreed upon by the Parties, including but not limited to Microsoft SQL Such material shall be delivered within thirty (30) days of the expiration or termination, for any reason, of the Agreement.

14) Confidentiality.

a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

b) Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of

Required Disclosure;

c) If applicable, Vendor and/or vendors employees/agents, sub-contrators, agree to execute the attached Non-Disclosure Agreement ("NDA"), attached hereto as **Exhibit D** and/or Confidentiality Agreement.

d) Data Protection. Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

e) The provisions of this Section shall survive termination of the Agreement.

15) Indemnification; Defense; Cooperation.

a) Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

b) The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

c) The Contractor shall and shall cause all of Contractor's Agent(s) to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.

d) In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

e) Limitation of Liability. Contractor's total cumulative liability in connection with or related to this Agreement will be limited to two (2) times the sum of fees paid by the County to the Contractor during the 12-month period preceding the date of the claim. This limitation shall not apply to: (i) damages occasioned by the breach of either party of its obligations of confidentiality under this Agreement; or (ii) to any claims arising out of a data breach suffered by Contractor.

f) **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.
   (1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.
   (2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.
   (3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

g) The provisions of this Section shall survive the termination of this Agreement.

16) Insurance.

a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers,

agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

17) Assignment; Amendment; Waiver; Subcontracting.

a) This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

b) The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent

obligation from the County's obligation to make payments to the Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

c) The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) Termination.

a) Termination for Convenience. Neither the County nor the Contractor may terminate the Agreement for convenience.

b) Termination for Lack of Funds. Either party may terminate this agreement before any subsequent year if the County is unable to secure funding.

c) Termination for Cause. This Agreement may be terminated for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination.

i) As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

d) Mutual Termination. Parties may terminate upon mutual written agreement of the County and the Contractor, and/or in accordance with any other provisions of this Agreement expressly addressing termination.

e) Termination by the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

f) **Contractor Assistance Upon Termination**. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement. The parties agree that a transition period will be no longer than one (1) year. In the event a transition takes longer than parties anticipated, the parties may mutually agree upon one (1) ninety (90) day extension, that will not be unreasonably withheld.

19) Accounting Procedures; Records.

a) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in

accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

20) Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
   a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
   b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

21) Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22) Data Breach:
   a) Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
      i) Date and time of the breach;
      ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
      iii) The nature and extent of the breach;
      iv) The Contractor's proposed plan to investigate and remediate the breach.

b) Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

c) The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

d) The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

24) Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:

a) in writing to the above referenced addresses and in compliance with the below,

b) delivered or sent

i) by hand delivery, evidenced by a signed, dated receipt,

ii) postage prepaid via certified mail, return receipt requested, or

iii) overnight delivery via a nationally recognized courier service,

iv) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and

(1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,

(2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,

(3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and

(4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

25) All Legal Provisions Deemed Included; Severability; Supremacy.

a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the

application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

26) Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27) Administrative Service Charge. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

28) Executory Clause. Notwithstanding any other provision of this Agreement:

a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:

i) all County approvals have been obtained, including, if required, approval by the County Legislature, and

ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

29) Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

30) Counterpart Execution. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart.

Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable): The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

32) Force Majeure. Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

33) Non-Waiver: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

34) Participation By Political Subdivisions, "PIGGY BACKING": The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, ... as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein....." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

DIGITECH COMPUTER LLC

By: _____

Name: Walter C. Picket II

Title: CEO

Date: 2/3/2026

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive
(or) ___, Chief Deputy County Executive
(or) ___, Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF WESTCHESTER)

On the 3rd day of February in the year 2026 before me personally came Walter C. Pickett II ✓ to me personally known, who, being by me duly sworn, did depose and say that he or she has an office in the County of Westchester; that he or she is the CEO of DIGITECH COMPUTER LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

AMANDA COMPTON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO6382673
Qualified in Westchester County
My Commission Expires 10-29-2026

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

EXHIBIT A

DIGITECH SCOPE OF SERVICES

DIGITECH SCOPE OF SERVICES

1. MONITORING OF INDUSTRY ISSUES

As part of our consultative style, we consider it our responsibility to keep you up to date on important changes to regulations in the EMS industry in New York and across the country, in addition to the periodic recommendations we will provide on administrative, procedural, technical, and other improvements that will improve revenue generation, customer service, and other key areas of performance

We integrate compliance within all our business activities and will serve as informed advisors for County officials through our:

+ Active membership in industry trade organizations

+ Participation in regional and national ambulance associations and conferences

+ Consultation with authorities on ambulance industry law

+ Continuous monitoring of industry trends, regulatory changes, and updates to federal, state, and local rules and regulations

+ Observation of industry best practices

For example, we recently provided clients information on:

+ The 2025 Ambulance Inflation Factor of 2.4%

+ CMS' finalized proposed addition of pre-hospital blood transfusions to the ALS2 definition

+ OIG's issuance of an opinion on allowing ground ambulance to begin billing health insurances for treatment-in-place services

You will receive ongoing consultation related to all aspects of billing and collections for ambulance service. We consider it our responsibility to stay informed and guide you in any new and revised interpretations of relevant laws and policies. We watch closely any developments in the changing landscape of Medicare and Medicaid reimbursements that may affect your collections, and we will keep you informed of any changes to processes or policies. Through our partnership, you will be provided with a deep pool of resources and experience to be called upon however you need.

2. RECORDING OF ELECTRONIC PREHOSPITAL CARE REPORTS

Electronic Prehospital Care Reports (PC Rs) will be entered electronically and managed by the Contractor in a database or similar system allowing the sorting, filtering, and reporting of data. Each EPCR will constitute one patient record and will contain the information required to file the insurance claim. The Contractor agrees to comply with all Federal and New York State HI PAA regulations (Health Insurance Portability and Protection Act 1981) to protect patient confidentiality.

Electronic Prehospital Care Reports (PCRs) are entered electronically and managed by Digitech in Ambulance Commander, our billing platform, via the Data Upload process.

DATA UPLOAD

PC Rs and all associated transport data are uploaded into Digitech's system via Secure File Transfer Protocol. This process is typically completed within two to three hours each morning via an import routine written by Digitech specifically for ESO.

Digitech has import routines for every major ePCR system on the market. Ambulance Commander is fully integrated with your ePCR system, ESQ. We have built, tested, certified, and deployed many times over what is now our standard ESQ ePCR interface. Digitech is a platinum partner of ESQ, and we process 1.5 million claims annually through ESO.

Our routines are unique in that we import all the information from the PCR system, not just the information required for billing. This greatly increases our ability to provide reporting and analytics that directly relate your finances to your patient care. Incident numbers, transport numbers, and individual record numbers (when multiple vehicles respond to the same incident) are all recorded and associated with the claim number we assign.

On a regular basis, we perform a reconciliation to make sure that all patient care records have been imported into Ambulance Commander. This process, along with your own reconciliation process of matching an ePCR to each run, ensures that all billable transports dispatched have been transferred.

Once the PCR data has been reconciled, our billers can see all critical transport data, including the dispatch data, the crew data, the unit data, and so on. They can also see the PCR itself which contains the details of the patient assessment, the treatments and interventions provided, and the narrative entered by the responding medic.

Digitech complies with all Federal and New York State H IPAA (Health Insurance Portability and Protection Act 1981) regulations to protect patient confidentiality.

DIAGNOSTIC CODING

Coding is the intensive process by which we review each claim manually and determine level of service, medical necessity compliance, signature compliance, and mileage. As part of the coding process, Digitech's coders review the content of the ePCR, evaluate the narrative, decide whether the claim is billable, and if so, how the claim should be billed.

Once the coding process is complete, claims are procedure coded according to industry standards and scheduled for invoicing. Any accompanying paperwork is verified and attached to the claim using Digitech's SecureDocs document imaging interface. We typically complete coding for all claims within 24 business hours of receipt of ePCR data.

Digitech can manually enter PC Rs in case the ePCR is unable to be uploaded electronically.

3. AMBULANCE BILLING SERVICES

DIGITECH'S BILLING PROCESS

Digitech's process for creating and billing claims can be broken down into three stages: Data Collection, Research and Coding, and Resolution. In this section we outline the steps within these phases.

1. Dispatch information is captured by the ePCR application and becomes part of the data we import with the call record. Unlike many other billing companies, Digitech imports ALL of the data and makes it available for analysis.

2. The Patient Care Report is created by your responding providers on scene, during transport, at the destination, or as soon as possible after the call.

3. Usually, the client reviews the ePCR data prior to releasing it to the billing company. This review should happen as soon as possible after the call. Steps 1, 2, and 3 happen on the client's side.

4. Digitech imports the call records from the ePCR server. Typically, this happens first thing every day. Once the ePCRs are imported into Ambulance Commander and reconciled, billing process activities begin: verification of demographic and insurance information, determination of eligibility, and research to gather missing information. Once the claims have been verified, Digitech's coders review level of service, medical necessity compliance, signature compliance, narrative, and mileage. Verification and

editing of claims are usually completed within 24 hours of receipt of ePCR data. We build electronic interfaces with your area hospitals as appropriate.

5. At this stage claims are ready to be invoiced. There is a circular dynamic created here because remittance processing often results in claims returning to the invoicing function for re-billing to secondary and tertiary payers, for denied claims to be corrected and resubmitted, for appeals processing, or for balances to be invoiced directly to patients. Approximately 98% of the compliant claims completed by our clients make it through the Data Upload, Verification, and Editing processes so that they are invoiced within 24 business hours of being received. Digitech will prepare invoices according to the rates and timelines you establish, e.g., open accounts invoiced at 30, 60, and 90 days.

6. Commercial payers, Medicare, and Medicaid are invoiced electronically within 24 hours of claims being edited. Private pay patients are sent an initial invoice within three business days of receipt of ePCR data in those cases where we have exhausted all efforts to locate and verify insurance coverage. We follow up on commercial claims every 20 days until they are resolved.

7. Remittances are processed immediately as they are received, and claims are crossed over to secondary and tertiary payers when additional coverage is available. Denials and appeals are processed within 24 hours of our receipt of remittance advice.

8. When all efforts to collect have been exhausted, Digitech will write off or adjust claims in accordance with policies we have agreed upon with you, e.g., upon sending accounts to your designated collection agency. Uncollectible claims will be adjusted after an amount of time set by the client-usually 120 days.

Surrounding and overseeing all claims processing and collection activities is Digitech's active compliance program, consisting of regular internal and external audits and daily oversight by our dedicated Quality Assurance team.

VERIFICATION PROCESS

Digitech will use standard processes to determine the authenticity of the patient's name and address.

We define verification as the process of finding missing billing and demographic information and confirming the accuracy of the current data. Our verifiers do the following:

+ Access multiple public and private databases to locate missing patient information.

+ Contact patients by phone to get insurance information when necessary.

+ Contact admitting hospitals to get patient information that we then use to find insurance information with our demographic search tools. When possible, we build electronic bridges to hospitals and directly query databases or transfer patient demographic and insurance data.

+ Use clearinghouses to find or verify insurance and demographic information.

+ Provide invoicing forms with a simple insurance information section and return envelope, which makes it easy for patients to return demographic and insurance information to Digitech by mail.

+ Provide web portals for each client where patients can check the status of their accounts, make payments, update demographic profiles, provide signatures, and input insurance information.

USING PUBLIC AND PRIVATE DATABASES

Digitech uses our proprietary Sleuth search solution to connect to multiple large databases. Its search algorithms use any available data to locate additional demographic information. Our goal is to find the patient's social security number, which we then submit to other databases to find insurance information.

USING CLEARINGHOUSES

Using the demographic information available, verifiers use our automated tools to search large clearinghouse databases to find or verify available insurance information and determine eligibility. This process also allows us to identify secondary insurance that field personnel will almost never obtain, and that even the receiving hospitals may not be able to provide. We validate Medicare, Medicaid, and all insurances daily for all the claims that we receive.

In addition to verification of insurance information on file, we validate patient insurance status by feeding the verified social security number into our insurance polling system which queries insurance companies in search of a policy number associated with that social security number. Digitech uses Experian and other such databases for this process. We typically complete this validation of patient insurance status in a matter of hours on the same day the trip information was downloaded.

RESOLUTION OF CLAIMS

Resolution of claims involves invoicing, posting, and short-pay follow-up. There is a circular dynamic between these steps, as the remittance processing phase often results in claims returning to invoicing for re-billing to secondary and tertiary payers, for denied claims to be

corrected and resubmitted, for appeals processing, or for balances to be invoiced directly to patients.

In more detail, the processing layer includes the following:

INVOICING CLAIMS

Approximately 97% of the compliant claims completed by our clients make it through a Data Upload, Verification, and Coding processes so that they are invoiced within 48 business hours of being received. On average, 95% of all available revenue will be collected in the first 90 days.

INVOICING COMMERCIAL CARRIERS

This step includes submitting electronic files to carriers that accept them or sending paper claims to those who do not. Where possible, Digitech files directly with the carrier, but alternatively will file claims using intermediaries and clearinghouses. We prefer direct billing as it speeds the process, and faster processing typically results in better collections. When the commercial carrier does not pay in full, Digitech will appeal the claim. Our automated Appeal-IT system sends appeals to carriers within 24 hours of a short-paid claim being posted. We follow up on all commercial claims on a regular basis (typically every 20 days) until they are resolved.

INVOICING MEDICARE OR MEDICAID

Digitech is focused on compliance. Depending on applicable laws and regulations, before sending claims to Medicare or Medicaid we will verify that the:

+ Level of service is correct
+ Correct modifiers have been applied
+ Signatures have been obtained
+ Supporting Physician Certification Statements for non-emergency transports are attached
+ Medical necessity of the transport is correctly documented
+ Mileage is correct

Digitech will file directly and electronically with both Medicare and Medicaid.

PATIENT INVOICE CYCLE

Our patient invoicing typically follows a three-invoice cycle. We use mailers specially designed to make it easy for patients to return valid insurance information. Invoices and their timing will be completely customized to the County's needs. Our standard patient invoicing process is as follows:

Once we have exhausted all efforts to locate and verify insurance coverage for a patient, an initial invoice is sent, usually within 48 hours of our receipt of the ePCR data.

+ A statement of account is generated and mailed to the patient's responsible party 30 calendar days after the original invoice and followed up with a phone call.

+ When a patient account is not paid after 60 days, Digitech sends a pre-collection notice in accordance with mutually agreed policies and again follows up with a phone call.

+ Patient accounts that remain unpaid after 120 calendar days are sent to collections or adjusted in accordance with your policies.

We employ a positive customer service approach in dealing with overdue accounts and do not engage in any form of debtor harassment, improper language, or unreasonable conduct at any point.

INVOICE FORMAT

All notices, invoices, and letters will be delivered in a format you approve and in compliance with the provisions of the Fair Debt Collection Act and all other applicable laws and regulations.

PATIENT INVOICING CUSTOMER SERVICE

When we're dealing with your patients, we want to speak to them as you would. All Digitech staff who interact with patients are comprehensively trained in best practices guided by HI PAA; OIG Waste, Fraud, and Abuse rules; the H ITECH Breach Notification rules; Red Flag Identity Theft rules; local, state, and federal laws and regulations; and compassionate care principles for patient privacy and patient rights.

REMITTANCE PROCESSING

Remittances are received and processed through a bank lockbox. A lockbox facilitates the payment process in the following ways:

+ All payments will be immediately credited to your account. Digitech will never have control over your cash.

+ All payments will be immediately credited to the patient's account.

+ The bank will image all documentation so that both parties can view payment details at any time.

+ The lockbox simplifies the process of reconciling deposits. Once a payment is received, often in the form of an Explanation of Benefits, funds are immediately posted to your account. Cash is reconciled every day. We never have unapplied accounts.

PREFERRED METHOD FOR CREDIT CARD PROCESSING

Our preferred payment method for credit card payments is to connect our payment portal to the clients' credit card merchant processor. Patients access their account information through our secure and convenient on -line interface. Through our portal, patients can provide insurance or demographic information and review the status of their account. Credit and debit card payments, including payments via health saving account and flexible savings cards, can also be made through Portal's 256-bit SSL self-service payment interface. All credit card transactions processed for you will be handled in compliance with Payment Card Industry Data Security Standard (PCI DSS) regulations. Patient invoices also provide a mailing address for those clients who wish to pay by check.

PAYMENT VIA PAPER CHECK

+ Paper checks are received in a PDF format with the scanned check followed by the EOB.

+ Each paid claim is pulled into Digitech's general posting function using the invoice number included with the payment.

+ The payment is posted by procedure code for insurance.

+ If the insurance carrier provides 835 Electronic Remittance Advice files, the payment is posted using the 835.

+ If there is no 835-remittance available, the payment is posted in general posting.

+ Any remaining balance after receipt of payment from insurance providers will be appealed or crossed over to the next payer, depending on the contract the City may have with the payer or the specific type of insurance plan.

PAYMENT VIA ELECTRONIC FUNDS TRANSFER

+ Electronic funds transfer payments are sent to Digitech by the client or made available to us via login to your lockbox.

+ All electronic funds transfer payments are posted via 835 ERA files.

+ Each deposit date is balanced using a spreadsheet listing out the totals for the lockbox deposit and each carrier that pays via electronic funds transfer.

+ Any amount that is not posted by Digitech is shown on the remittance spreadsheet as Non-Digitech Cash.

+ Each day's report will show total amounts for both Digitech and Non-Digitech payments arranged by payment source (lockbox or electronic funds transfer).

TRANSITIONAL SERVICES

Digitech understands that a new contract resulting from this RFP may include transition-related tasks. Many such tasks will be handled through our implementation process, which is covered in the Additional Information section later in this proposal.

We have partnered with clients to transition from a prior vendor to Digitech hundreds of times. Our recommendation is to hold ePCRs as of the termination notification date, and when our contract with Nassau is fully executed, we will begin billing these clean claims upon go-live.

LEGACY BILLING

Digitech will bill and collect any previously billed accounts with positive balances that exist at the time of contract execution, provided the associated dates of service are within twelve (12) months prior to the contract execution date. Digitech will also make best efforts to bill and collect on accounts with positive balances with an associated date of service that is more than twelve (12) months from the date of contract execution. Digitech shall not bill accounts with positive balances dated prior to September 2024.

REFUNDS

Refunds can result from accidental overpayments, an invoice that was sent before a prior payment was received, or in some cases, an insurance carrier may reprocess a claim and make payment after a successful appeal but the patient has already paid the balance.

Using a dedicated application, Digitech's Refunds Department reviews claims that show overpayments. They check to ensure all payments are applied in the correct amount to the correct account. Refund processing clerks will verify whether a refund is due to a payer or to a patient.

We compile all refunds monthly for each client and send a PDF for review that includes EOBs and all documentation related to the payments and pending refunds. EOBs are redacted if multiple claims were paid on the same EOB so that other patients' privacy is

protected

Once the client has reviewed the refund documentation, they will send refund checks to the appropriate parties and notify Digitech of the completed refunds so that the patient record can be updated.

Ambulance Commander's audit trail provides complete details of all processing for every claim and for any associated refunds. In addition, a monthly report of all refunds will be prepared for each client.

RETURNED CHECKS

Digitech will follow established Department policies for check payments returned for insufficient funds.

RETURNED MAIL

Before we mail an invoice, Digitech uses various tools and resources to verify that the claim contains a valid and current mailing address. Despite all efforts to obtain and verify accurate addresses, mail is sometimes returned. All returned mail is processed daily, and Digitech takes responsibility for additional research and corrective actions. The following steps are taken when mail is returned:

+ Returned invoices are processed for another round of skip-tracing and address verification.

+ New invoices are generated and mailed whenever new information is obtained.

When an accurate address cannot be located, accounts are marked as uncollectible and prepared to be turned over to you or your collection agency in accordance with your protocols.

FINANCIAL HARDSHIP

During the implementation phase of the contract, we will work with Nassau to understand all aspects of your charity policies and compassionate care procedures. We will adhere to all special requests your agency would like us to undertake with respect to its patients - including payment plans, hardship accounts, and the development of customized policies and forms.

+ Establishment of Payment Plans. Based on Nassau guidelines, Digitech will implement payment plans for self-pay patients that qualify. Digitech will negotiate and arrange modified payment schedules for those individuals unable to pay the full amount when billed, subject to such policy guidelines as the Nassau may establish.

+ Financial Hardship Adjustments. Digitech will make hardship adjustments for those individuals who qualify based on the guidelines established by Nassau during the implementation phase of the contract.

Digitech will not adjust any billed amount without the prior approval of the County.

RESOLVING COMPLAINTS AND SERVICE ISSUES

Digitech's Service Escalation Tracking System will log any service issue that requires escalation and enable your administrators to track these issues through to resolution. Digitech will make every attempt to immediately resolve client or patient questions, issues, and queries during the initial phone call or interaction with your clients and patients. All questions received by telephone are logged to the patient record, which includes details of all conversations, issues, and proposed resolutions.

Digitech strives to resolve issues and verify resolutions in writing within one business day whenever possible, based on the nature of the problem, and will make all associated records available to you. Concerns regarding the actions of Digitech staff are also logged to the employee's personnel file, addressed through training where possible, and through disciplinary action when necessary.

The escalation path for service issues is from the collection or billing specialist through the Department Area Supervisor to the Chief Revenue Officer. Issues and comments received by Digitech will be brought to the attention of your senior executives through your Digitech account manager or through the Chief Revenue Officer of Billing Services when they are of a degree of urgency that requires the involvement of senior management.

All actions, notes, and contacts will be entered into the complaint tracking system.

BILLING COMPLAINTS

If Nassau has a billing complaint outside of the process described above, we recommend the County first contact your single point of contact, your Client Relations Manager. Along with handling billing escalations, your Client Relations Manager can meet with you as part of the Digitech-Nassau partnership. Typical topics for the meeting include resolving billing complaints, proactively monitoring account performance, review reports, review account activity, training coordination, fee analysis, and any topics Nassau finds important. In addition, you can meet with the Client Relations Manager online at any time.

CREDIT CARD PAYMENTS

Your credit card merchant processor can be connected to our payment portal for patients to make credit card payments. Digitech will be responsible for processing and/or merchant

fees. Credit card payments made through our customer portal's 256-bit SSL self-service payment interface are handled in compliance with PCI DSS regulations.

COLLECTION ACCOUNTS

Patient accounts that remain unpaid after 120 calendar days will be sent to collections in accordance with applicable County policies.

ETHICAL STANDARDS

Digitech is committed to the highest ethical standards. We prioritize staying ahead of regulatory requirements and changes, as well as maintaining the resources we need to integrate compliance within our billing and collection activities, training, and quality management programs.

Our compliance plans and collections policies adhere fully to all local, state, and federal laws and regulations regarding collections, financial transactions, privacy, and "standards of reasonable care" for information handling, management, and destruction. This includes full compliance with Fair Debt Collection Practices Act, Fair and Accurate Credit Transactions Act, Fair Credit Reporting Act, Gramm-Leach-Bliley Act, Family Educational Rights and Privacy Acts and Children's On-Line Privacy Protection Act.

4. CUSTOMER SERVICE VIA TELEPHONE AND WEBSITE

TELEPHONE AND WEBSITE SUPPORT

While performing services on your behalf, Digitech commits to the highest level of professionalism in patient interactions. We provide clients a toll-free telephone number for customer service and patient inquiries. We have bilingual (English and Spanish) staff onsite in customer service positions during our normal business hours of 8am - 6pm ET and utilize translation services for other languages as necessary.

After-hours calls are directed to our user-friendly voicemail service that allows patients to leave information for follow-up by our Customer Service Representatives. Calls are returned to patients the next business day. On weekends and holidays, patient voicemail and email communications are checked at least once per day.

In customer service as in all our operations, Digitech is committed to the highest ethical standards. Our CS Rs are experts at dealing with patient issues and are well trained and knowledgeable in EMS billing practices and procedures. Your calls will be answered with a custom greeting such as, "Nassau County EMS" and patients are counseled through every

step of the payment process. Patients in need will be guided to alternative financial resources that may be available. We believe it is important to provide this personalized attention to help your patients identify their options.

Digitech personnel will ensure that all patient interactions are professional and friendly. Sensitivity to your organization's reputation is our foremost consideration. We pride ourselves on our exceptional customer service. We invite you to contact any of our clients to ask how they feel about the way we handle their patients.

QUICK PHONE FACTS

+ Our phone system uses dedicated toll-free numbers for each client.

+ All calls are answered with a greeting approved by the client.

+ Customer service hours are 8:00 AM to 6:00 PM Eastern.

+ In a typical month, 94% of calls are answered within 90 seconds.

+ Downtime over the life of the system has been less than .1%.

Our experience over the years has shown us that those who can pay usually do. We follow compassionate billing practices and treat every patient with kindness and respect with an eye toward helping the patient meet their financial obligation. This includes suggesting community and state-based organizations to help the patient pay, establishing payment plans if acceptable to the client, and managing charity programs for our client.

Digitech will answer questions from patients and attempt to resolve problems during the first call. Employees are proficient in English, and bilingual (English and Spanish) staff onsite in customer service positions during our normal business hours of 8am - 6pm ET. We will utilize translation services for other languages as necessary.

Digitech will establish a database to document all calls to the inquiry line, and will track all problems, inquiries, and resolutions. Reports are available on a monthly basis and can be sorted to your specifications.

Digitech's Customer Service Representatives will document all calls within the Ambulance Commander system. Support Center reports are available on a monthly basis and can be sorted to your specifications.

Digitech will endeavor to receive calls within 1 minute.

The County's patients will have access to our Portal. Our Portal solution provides secure and convenient online access to their accounts. Your patients will access Portal through a

custom URL specifically for your agency, which will be printed on every invoice. Alternatively, patients can login through our corporate website with their invoice number.

Through Portal, patients can update their demographic information, provide insurance information, review the status of their accounts, and take patient surveys. Portal also offers a self-service payment interface for patients to make credit and debit card payments. Transactions processed through Portal are handled in compliance with PCI DSS regulations.

DIGITECH SUPPORT TO COUNTY

Because emergency service providers are always on the job, Digitech's support team is on call around the clock for you. During our normal business hours of 8am - 6pm ET, Monday through Friday, our support team is available to respond to any questions that you may have.

Outside of business hours, you can reach the Digitech team by phone to handle any urgent technical needs. Senior Management provides direct contact information to our clients, including personal mobile numbers, to enable the escalation of any issue to the highest levels of attention that may be required.

Digitech employees can be contacted using electronic mail.

Digitech agrees to assist the County to establish links to County web properties.

5. COMPUTER HARDWARE AND SOFTWARE

REAL-TIME ACCESS

All authorized personnel will have 24/7 real-time access to the Ambulance Commander billing platform where real time and processing partial payments and adjustments can be added to the patient's account.

Real-time reporting features will enable you to keep an up-to-date picture of financial and operational statistics. The County can track the big picture with summarized totals or drill down to the individual patient, claim, or transaction level whenever desired.

AUDIT TRAIL IN AMBULANCE COMMANDER

All data change details and system events are tracked by our platform's audit trail, including data entry, record modification, and billing events. Integrity of this audit trail is vital to the platform for support, research, and compliance. Ambulance Commander users can in no way manufacture or edit audit trail records from within the platform and can only access audit trail data through read-only interfaces.

The County can access the Ambulance Commander system for any monitoring and auditing purposes. Clients have the right to audit our systems in a manner consistent with generally accepted accounting practices.

You'll find reporting tools in all our solutions. Ambulance Commander's report generators let you sort, filter, and run reports that you create based on tens of thousands of possible combinations of fields and criteria. This functionality gives you the ability to print virtually any report imaginable.

We will also provide all the reports you request. During implementation and throughout our partnership, we will discuss the parameters of each report with you so that we understand exactly what you need. All reports can be printed or downloaded in a variety of formats, including Excel, Word, XML, or PDF.

In addition to the monthly operational and financial reporting packages we provide, you will be armed with our Dashboard and PCR Lens solutions, giving you powerful self-service reporting capability.

OPERATIONAL & FINANCIAL REPORTING & ANALYSIS SOLUTION

Digitech's Dashboard brings your operational and financial data into an easy-to-use interface that will enable your managers, administrators, and business analysts to get a real-time picture of any aspect of your operations. Dashboard's intuitive user interface provides a set of advanced reporting and analysis tools that will help your organization stay on top of the game and ahead of the curve.

The basic setup of Dashboard contains several pre-defined views and layouts displaying critical operational metrics, including a set of Key Performance Indicators validated the premier EMS law firm. In addition to these default options, Dashboard is also highly customizable, allowing users to configure and save personal views, so you'll see exactly what you need to know when you need to know it.

FIELD DATA QUALITY MONITORING & REPORTING SOLUTION

PCR Lens is our data quality reporting solution. It aggregates the pre-hospital data from your agency's EMS responses as they come to Digitech as Patient Care Reports. PCR Lens then displays the data in an interactive user interface. Here, you're able to create your own views and filters, making it easy to pinpoint problems, push training and re-education where it's needed, and identify high-performing individuals and crews.

With PCR Lens, you can also compare your agency's pre-hospital data as it comes to us through the ePCR with that same data after we've run it through Ambulance Commander. We perform error-scrubbing and match information against national demographic

databases. Then our certified ambulance coders review and edit data during the creation of the claim.

The initial data collected in the field can be compared with the same data after these Digitech processes take place. Chiefs, EMS Directors, and QA/QI Administrators can quickly and accurately analyze the data collected by your medics and compare their efforts to peers, other shifts, other stations, and even other EMS organizations.

PCR Lens helps you make sense of the mountains of data collected by your medics and push improvements in efficiency, better patient care and outcomes, and increased revenue for the department.

AD HOC REPORTS

If you have specialized reporting requirements that are not already provided or cannot be created through our report generators, we will customize a reasonable number of ad hoc reports needed at no cost, often within 24 hours of your request. You will have access to the reporting experts on our staff, including Max Dekle, our Data Analytics Specialist, and Mitch Holder, our Vice President of Analytics. We will I make sure you have all the reporting tools necessary to effectively monitor and analyze your data.

The provided hardware and software will have the capability of transmitting ePCR information electronically to Digitech from the Emergency Ambulance Bureau.

The hardware and software that will be delivered through this contract will meet NYSDoH requirements and will enable completion of ePCRs in the field.

Only those employees of the Contractor specifically assigned to perform billing and debt collection services for the Bureau may be allowed access to the database of Bureau records. Individual log in and passwords are required. Each user of the database will have unique user credentials.

SECURITY MECHANISMS

Only those employees of the Contractor specifically assigned to perform billing and debt collection services for the Bureau may be allowed access to the database of Bureau records. Individual log in and passwords are required. Each user of the database will have unique user credentials.

Logical security mechanisms supply the system administrator with the tools necessary to implement the information security access policy. These mechanisms consist of user authentication, password controls, access privileges, and operating system controls.

Access rights to Digitech's networks and applications are granted in accordance with job-related needs and follow documented processes.

These measures enable our IT department to defend critical systems against integrity attacks and protect information from accidental or unauthorized modification, disclosure, or destruction, and alert the system administrator to the possibility of such activity.

ACCESS CONTROLS

Access to all functions of our billing platform is controlled through a tiered system of defined user access levels. Digitech employees and vendors are assigned both a unique network user ID and password. Quarterly access reviews are scheduled to ensure proper access for all employees and vendors

Employees of the Bureau, authorized in writing by the Police Department, will also be given IDs and passwords that allow authorized inquiry access to the Contractor's database of patient accounts. The ability to edit database information will also be restricted to individuals designated by the Contractor and the Bureau and approved by the Bureau. Such access will be restricted using the same system of IDs and passwords described above. Data may be purged from live information system and stored on CD-ROM based on age as determined by the County.

The Bureau provides daily operational maintenance and support of all EPCR equipment through its Billing Department's Technical Support Team. The Contractor shall supply approved mobile electronic devices of the Bureau's choosing for collection of EPCR data. It shall be the responsibility of the Contractor to replace any mobile electronic device that is determined to be irreparable by the Billing Department's Technical Support Team. This shall be done within 30 days of such request. Additional items, as outlined below, are either currently in use and supplied by the Contractor, or reflect minimum requirements of the new Contractor. All elements are necessary for operational efficiency. Digitech will supply the mobile electronic devices and we agree to the 30 day requirement if a new system is determined to be irreparable.

Hardware and software provided to the County under the terms of this contract will enable linkage of radios and cardiac monitors to the ePCR system.

Integration of CAD and ePCR systems will be provided by ESQ. Digitech is providing ESQ software as part of this proposal.

HARDWARE

Digitech has extensive experience providing hardware to meet our clients' contractual needs. We are happy to offer you consultation and guidance regarding current best

practices and the latest developments in hardware for mobile data terminals and hand-held data collection devices. The goal of delivering hardware and connectivity solutions that integrate seamlessly with your existing infrastructure and systems. We can procure and configure electronic tablets with wireless capabilities as specified in your RFP and will work with you to create a hardware solution that meets both your needs and budget.

DEVICE SPECIFICATIONS

+ Sixty-five (65) G2 Tough books: BSKU, Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1 WUXGA Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD (quick-release), Intel Wi-Fi 6E, Bluetooth, 4G EM7595, GPS, COM Splitter, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 13MP Rear Camera, Contactless Smartcard, Barcode, Standard Battery, Bridge Battery, TPM 2.0, FZ-SVCTPNF3YR - 3 Year Protection Plus Warranty, FZ- SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVCFESGEN10- Field Engineering Support

+ Sixty- Five (65) Keyboards for FZ-G2. Emissive Color-selectable Backlit (4 levels). Handle/Kickstand. USB-A, USB-C, Kensington Lock

+ Sixty-Five (65) Absolute Resilience licenses -36 Month Term - 1-249 Unit Volume - For State and Local Government

+ Sixty-Five (65) 3-Year Smart Battery Warranties With Smart Battery Monitoring Software For Windows Toughbooks Primary Battery

+ Sixty-five (65) Verizon cellular air cards for use with Toughbook devices

+ Sixty-five (65) Peripherals and Accessories:

- Standard Battery for FZ-G2
- Shoulder Strap for FZ-G2
- Digitizer Stylus Pen for FZ-G2. 2-button (Right-click, erase). Waterproof, Meets I PSS
- Tether for Digitizer Stylus Pen for FZ-G2
- AC Adapter (110W) for CF-33, FZ-40, FZ-55, FZ-G2
- Toughmate G2 Enhanced Rotating Hand Strap

The Contractor will supply five (5) laptop computers, of the Bureau's specifications, with air cards and associated software/subscriptions for use by EAB Billing Tech Support Team. The Contractor will provide up to 2 additional laptop computers, as

needed, in the event of expansion of the Bureau's Tech Support Team. The Contractor will provide for replacement of same, at the Bureau's discretion, after two (2) years.

- The Contractor will supply and support four (4) desktop computers and associated software and hardware of EAB's specifications for administrative use by EAB Billing Office.
    - Associated hardware will include, but not be limited to, 2 high speed scanners and 3 high speed printers. Specifications will be determined by the Bureau. The Contractor will provide for replacement of same, at the bureau's discretion, after two (2) years.

ESO SOFTWARE

Digitech's Ambulance Commander is fully integrated with the industry's ePCR systems. We have built, tested, certified, and deployed many times over our standard ESO interface. The approach used by our teams for customization, installation, and training has been tested and proven extensively. We are confident of our ability to provide seamless integration with ESO.

SOFTWARE SPECIFICATIONS

We will provide ESO EHR as follows:

+ ESO EHR
+ EHR CAD Integration
+ EHR Cardiac Monitor Integration
+ EHR Billing Interface
+ EHR Fax
+ Insight Add-On to HDE EMS Connection
+ ESO Software EHR Training Site
+ Antivirus software licenses as required by the Department

The Contractor will supply the County with a means to securely destroy any HIPPA related paperwork that is no longer needed to be kept on file. This will include an industrial grade shredder, which the contractor shall supply and maintain, and provision of a quarterly on-site commercial shredding service.

The Contractor will provide a Nassau County card for use toward subscriptions for all necessary operational software, CAD vendor fees, data storage programs, CAD vendor fees, and replacement hardware accessories and sundry items. If an EPCR/ data storage program is no longer available, the Contractor shall be responsible for downloading, acquiring or purchasing all records and processing them into an easily searchable database for all past patients that the Bureau will own and have unlimited access to.

The Contractor will provide paid subscriptions to all necessary anti-virus programs, necessary spyware programs, etc. as determined by the Bureau.

The Contractor will supply paid subscription and necessary support/hardware and supplies for Lightpath internet for EAB Billing Office.

Digitech will commit to maintaining a hardware contract for the computers that are under warranty.

Digitech agrees that all items specified reflect minimum requirements for daily operating of the Bureau's Billing Office and Electronic PCR program. All specifications are subject to revision at the Bureau's discretion prior to actual implementation of contract.

Digitech confirms that it has the ability to meet County network upgrades as necessary.

Software and equipment provided under this contract will be updated to maintain consistency with industry standards.

Digitech will coordinate with County and Police Department IT units to ensure compatibility with existing systems.

Digitech is committed to ensuring that our privacy and security policies, procedures, and training are up to date and effective in safeguarding the confidentiality, integrity, and availability of all protected health information received, maintained, and transmitted by our company. We will adjust our policies and procedures accordingly based on periodic reviews and evaluations of our privacy protection systems.

HIPAA COMPLIANCE

Digitech is fully compliant with all applicable HIPAA requirements. We have implemented a comprehensive HIPAA compliance program that incorporates:

+ Membership in organizations that provide research and updates on current legal and best practice guidelines.

+ Incorporation of detailed compliance awareness and procedures within all training systems and at all levels. Training covers regulatory requirements as well as procedures and processes developed by Digitech, including electronic configurations, business rules, and communication rules to ensure compliance with all regulatory, privacy, and security requirements.

+ Automated tracking and monitoring systems including automated fraud indicator flags, compliance tracking, and intrusion detection and prevention.

+ Quality assurance programs that focus on daily compliance management and verification.

+ Comprehensive personnel screening and monitoring.

+ Comprehensive binding terms and conditions within contracts between Digitech and suppliers.

+ Outreach security and compliance assistance and training for both suppliers and customers.

+ Legal and compliance advisory services.

6. BUSINESS CONTINUITY AND DISASTER RECOVERY

BUSINESS CONTINUITY AND DISASTER RECOVERY

Our Disaster Recovery Plan provides a means to operate if we lose one, or any combination, of our core components for a period of greater than five business days. The worst-case scenario is a permanent loss of the Primary Processing Center. Processing interruptions such as power outages or inclement weather will usually not trigger implementation of the complete Disaster Recovery Plan. Such interruptions will not significantly affect our work schedule, as our remote work capability and backup generators make it possible for operations to continue in the event of a minor incident.

We have structural features that provide redundancy that allows for a flexible response to short-term interruptions as well as a more robust response in the event of a long-term or large-scale interruption. We have built redundancy into these critical areas.

+ Redundant Data Centers - including power considerations, air conditioning, fire suppression, and security

+ Redundant Processing Centers - facilities where billing personnel work

+ Failsafe Application Servers and Storage Systems - computers for data processing and storage

+ Data Backup Systems

+ Duplicate Communications Servers -necessary for outside users to access clients' data

+ Redundant internet connectivity and phone systems

Our Disaster Recovery Plan prepares assets required to recover from catastrophes quickly, so that clients experience no data loss or cash flow interruption. To meet that goal, we have implemented the following:

+ A Tier III facility as our Primary Data Center which guarantees 99.999% environmental uptime

+ A Secondary Data Center in the event the Primary Data Center is destroyed

+ Maintenance of both processing centers to ensure continuity in the event the Primary Processing Center is either destroyed or unreachable for extended periods of time

+ Purchase of top-quality hardware and software components from Dell, Cisco, Citrix, etc.

+ An IT department staffed with IT veterans with years of experience designing and maintaining complex infrastructure systems

+ Established redundancy in our phone system

TESTING, STAFFING, AND INVOKING THE DISASTER RECOVERY PLAN

With assets in place, the plan then focuses on the procedures to invoke the plan, defining both the list of personnel that will implement the plan and their individual responsibilities. We then certify the plan by testing the redundancy built into the system by identifying specific disaster scenarios and reviewing our recovery strategies.

PRIMARY DATA CENTER RECOVERY

Digitech's Primary Data Center is equipped with the redundancy necessary to provide 99.999% uptime. This includes four independent internet connections, back-up power generators, a redundant cooling system, advanced fire suppression systems, and much more.

SECONDARY DATA CENTER RECOVERY

The Secondary Data Center is hosted at the Las Vegas Core Campus of Switch, home to their Tier 5® Platinum rated multi-tenant data centers. With capacity of approximately 2 million square feet of data center space and up to 315 MW of power, it is the most advanced and most efficient data center campus in the world

To ensure the integrity of our backup system, our IT staff performs daily backup log review and monthly data restore tests. Daily backup log _documentation and monthly restore tests are documented and validated as part of our SOC 1 Type 2 auditing process. As a result, you can have the confidence that your data is completely protected and easily recoverable in the event of data loss or disaster.

PROCESSING CENTER REDUNDANCY

Processing centers are the physical locations where the servers and applicable hardware are located. Digitech's processing center features the following:

+ A diesel generator hook-up capable of accepting a mobile diesel generator in the event of a long-term power outage

+ Ample POTS (Plain Old Telephone Service) lines in case the fiber phone or VOiP system goes down

+ Redundant internet connectivity: the main internet connection is a T2 broadband through Lightpath, and the secondary connection is through cable

PROCESSING RESILIENCE

Because Digitech was already prepared to support remote workers prior to the pandemic, we were able to shift to a fully remote workforce in 2020 with no diminution of capability and no interruption to service or cash flow for any of our clients. The shift has also enabled us to take advantage of a much wider pool of qualified candidates to staff our service lines. Working from home, our billers process claims, make outgoing phone calls to insurance companies and other payers, post cash, and handle incoming calls from patients.

Home-based employees are pre-certified to work from home, and their home offices have been confirmed by Digitech to have the required resources.

PHONE SYSTEM REDUNDANCY

Digitech's phone systems are built on a VoIP structure, enabling complete portability. All phone system functions can easily be ported to a secondary location. Phone system redundancy requires that phone communications will be available in several different adverse circumstances. This may include periodic interruption of service as can sometimes be seen when repairers accidentally cut cables or permanent interruption of service which might result if a terrorist attack devastates the telecommunications infrastructure. To deal with these possibilities, Digitech has instituted the measures that follow.

The Primary Processing Center is equipped with a T1 based Vol P phone system through one of the major carriers. The Primary Processing Center is equipped with at least ten POTS lines. The system is designed so that lines can easily be forwarded to a phone system in the Secondary Processing Center. All equipment necessary to accept call forwarded lines from the Primary Processing Center will be available at the Secondary Processing Center, and ample cellular telephones will always be available if cellular is the only means of communications.

DATA BACKUP AND ARCHIVE

Digitech's backup system is a hard disk-based solution designed to protect both applications and data. Our system provides for fast backups, easy data retrieval, and high availability assurance to meet our clients' expected recovery time objectives. Our strategy ensures that at least two copies exist at any one time.

The backup system runs continuously, taking snapshots and copying only changed blocks to backup servers. Compressed and de-duplicated data is stored as a point-in-time image that includes the operating system and system state plus applications and data. This makes the restore process much easier and allows our administrators to seamlessly restore single files or entire servers in minutes rather than hours as seen with legacy systems. All servers, applications, and data are continuously replicated between data centers.

MONITORING AND MAINTENANCE

A critical piece of our proactive system security and network maintenance approach is our NOC (Network Operating Center) which offers sophisticated monitoring tools that scan all servers and report issues via automated email alerts. Our IT staff is available 24/7 and, as

part of their day-to-day activities, they maintain our centralized virus protection system, perform necessary server and workstation patching, respond to automated alerts provided by the NOC, and provide help desk support to monitor and test the back-up system. Tasks we perform on a regular basis (annually or quarterly depending upon tasks) as part of our preventive maintenance program include the following:

+ Annual vulnerability scans
+ Complete network access review
+ Firewall review
+ CRAC maintenance
+ Fire suppression preventive maintenance and testing
+ Fire alarm systems maintenance and testing
+ UPS battery backups preventive maintenance and testing
+ HVAC air conditioning preventive maintenance and testing

7. DIGITECH PERSONNEL QUALIFICATIONS AND TRAINING

ORGANIZATIONAL STRUCTURE AND STAFFING

Digitech employs a flexible staffing model through which each payer group is handled by a team of Digitech staffers specializing in that area. For instance, Medicare claims from multiple clients are managed and processed by our team of Medicare specialists. Under this model, experienced staff works alongside newer staff members, so that all clients have the benefit of our most experienced coders and billers working their claims.

This approach ensures claims processing will proceed without interruption due to vacations or unforeseen absences. All billing staff are cross trained to enable employees to be temporarily reassigned should a particular processing group require additional resources to manage a spike in volume.

Digitech's flexible staffing policy is designed specifically to counteract any potential interruption of service caused by staff turnover, vacations, illnesses, personnel changes,

and time off by ensuring that competent and experienced staff members are always assigned to each aspect of the billing process. The policy also provides a means to mentor new employees by having them work side-by-side with senior staff and ensures that temporary increases in volume in any area are handled without delay by moving staff members into that area until any backlog is cleared.

CODING STAFF

Digitech's Coders are certified and trained in the International Classification of Diseases and common procedural codes. All staff members at Digitech who are responsible for coding claims are continuously monitored and evaluated to ensure that professional coding practices are maintained.

Digitech's Quality Assurance Team is made up of experienced professionals who are dedicated to EMS only. They review ePCR records for content, level of service, and mileage as part of the coding and quality assurance processes. In addition, Digitech reviews claims for medical necessity, reasonableness, HCPCS coding, modifier selection, mileage billing, signature compliance, and other coverage issues.

INTERNAL COMPLIANCE TRAINING AND EDUCATION

At Digitech, training consists of a combination of courses, employee study guides, and periodic testing to ensure that employees understand the material. All employees are required to complete Digitech's training program. The program includes material on HIPAA; HITECH; Red Flags; and Waste, Fraud and Abuse. This is a comprehensive course given by our Compliance Officer with an overview of rules, laws, and regulations. All employees must score 100% before they are considered certified. Annually, employees are required to complete a refresher course that covers recent changes in healthcare billing and HIPAA issues.

BILLING STAFF TRAINING

Digitech's training includes the requirements governing Medicare billing for a government agency, including Medicare/Medicaid requirements relating to documentation, medical necessity, assignment of diagnostic and procedural codes, and preparation and submission of claims.

As mentioned above, in the billing and coding departments, all new staffers are trained in their specific roles alongside experienced staff, so that all clients have the benefit of our most experienced coders and billers working their claims. Billing staff members are cross trained. An annual refresher course is provided. This annual course reviews and updates

billing and compliance procedures. Digitech agrees to provide training for up to six (6) County employees.

The Contractor will not utilize any personnel for the provision of services that is listed by a Federal Agency as suspended, debarred, excluded or otherwise ineligible for Federal program participation.

All Digitech employees have had background checks. As a condition of employment, all personnel have undergone comprehensive reference checks as well as State and Federal criminal records checks to ensure everyone's integrity and character to the best of our capability.

In addition, all employees are screened against the E-Verify national database, the Office of the Inspector General List of Excluded Persons, the Excluded Parties List System, and the New York State Office of the Medicaid Inspector General Restricted and Excluded Individuals List.

We require all Digitech employees to complete and pass our internal billing and compliance training program annually.

Within fourteen (14) days of the date of execution of the contract by the County the Proposer will provide a listing of personnel to the Bureau who will staff the project. The Bureau reserves the right to reject any Proposer personnel that the Bureau considers unqualified to perform the required services or that is found to be listed by a Federal Agency as suspended, debarred, excluded or otherwise ineligible for Federal program participation. The Proposer will provide written notice to the Bureau within five (5) business days of any staffing change. The Proposer will provide a continuous and updated listing of all employees providing services to the Bureau. Any person that is considered inadequate to perform the services will be removed by Digitech from the account.

8. DIGITECH'S IMPLEMENTATION PROCESS

Digitech's time-tested implementation plan is the foundation for an efficient transition and our successful partnership. We use our technology to ensure a well-organized, speedy roll out of services with no interruption in cash flow to your organization.

At the outset of the project, we establish communications between Digitech project leaders and your project leaders. This includes meetings via web conference, detailed and documented implementation plan updates, email exchanges, and phone calls. Your active

participation is required to provide crucial information for registrations. We will also need your cooperation in authorizing Digitech to sign registration forms to meet the timeline.

All three phases of Implementation- Discovery, Installation and Configuration, and Testing and Acceptance - can be completed in 60 days or less.

1. Implementation begins at contract execution with the Discovery phase, guided by our New Client Checklist.

2. During the Installation and Configuration phase, we set up key components of the system and establish relationships with your stakeholders to ensure successful operations.

3. During Testing and Acceptance, we train your users and test all aspects of the Ambulance Commander setup to make sure it is working according to your requirements.

Once the Testing and Acceptance phase is complete, we reach the Go-Live milestone, and Digitech will begin billing and collection activities on your behalf. Details of each phase follow.

DISCOVERY PHASE

Digitech's implementation process begins with the Discovery Phase, where we will work with you to complete our New Client Checklist (NCC). The NCC is a complete list of all the data we require to enroll your agency with processors, as well as identify and document business rules, rates, and special processes of your organization. We will provide all credentialing services necessary to ensure successful enrollment with all government and commercial payers.

Using this information gathered during the Discovery Phase, we complete a detailed written implementation plan to cover all the activities of the later phases, begin to set up the billing system, and enable our billing department to review the information required to establish the proper procedures to begin billing for you. We work closely with you to complete the NCC document quickly.

INSTALLATION AND CONFIGURATION PHASE

Installation and Configuration begins with the installation of the Ambulance Commander platform and any customizations identified as a result of the NCC research. The process of tailoring, customizing, and refining our service is iterative and collaborative because we want to make sure that all elements will meet your needs. For example, we will work directly with your team to ensure that information systems, reporting formats, and information exchange processes are fully aligned with the requirements of the contract.

The design of the solution and specifications for integration of billing services, communications, and ePCR functions will be well documented prior to System Testing to support review and approval.

During this phase we complete initial setup tasks with external stakeholders, including processor registrations, hospital interfaces, and your systems. We also prepare customized patient correspondence.

The process is managed using our detailed implementation plan which lists every task, the task owner, the current status of the task, and the estimated completion date. Weekly conference calls based around the implementation plan ensure that every task required for Go-Live is completed.

TESTING AND ACCEPTANCE PHASE

When all system components have been installed, tailored, and configured, we begin Testing and Acceptance. In this phase, we test all components and connections to ensure that they meet contract requirements and the data standards required by all stakeholders. During this time, we also conduct user training so that your team will have qualified testers to implement the final Acceptance Test. Digitech will develop a Test Plan jointly with you to ensure all contract requirements are met. We will use that plan during Acceptance Testing to guide testing and to evaluate results. We will work closely with you to manage any discrepancies uncovered in Acceptance Testing, correcting and retesting as needed. Upon successful completion of Acceptance Testing, we will achieve the Go-Live milestone, transitioning to live operations and full responsibility for your billing and collection from that poi nt.

Digitech will provide you with training as needed to ensure efficient access and use of the Ambulance Commander platform. Training will be provided in a "Train-the-Trainer" format allowing you to instruct other staff on the system as needed. Once the training has been completed, you may identify a systems administrator who will have access to set up new employees with the appropriate permissions and security or change any employee's level of security at any time. This level of system control will enhance your data security by providing the specific level of access needed by employees who are utilizing the system.

Because all systems will be tested by Digitech and certified by your team prior to the Go-Live date, you can be confident you will enjoy error-free billing and collections from the beginning of the project.

Once Digitech has assumed responsibility for all aspects of the billing and collection process, we will begin the final implementation phase. While all systems will be fully tested and all processes thoroughly vetted prior to the Go-Live date, there can be unanticipated

issues that crop up, or opportunities to improve business processes that could not be foreseen without some actual experience with the system. Therefore, we use the period following Go-Live until the first full month's reporting is completed to monitor the_ system closely and jointly with you. Further system monitoring and process improvements will continue throughout the term of the contract.

Our solution allows Digitech to file 97% of claims within 48 hours of receipt of trip information, allowing you to realize maximum cash flow early in the collection cycle. We will deliver professional customer service while we maintain, support, and continually improve the overall processing service in accordance with your objectives and obtain the maximum financial results on your behalf. Working jointly, we can identify any bottlenecks and work together to reduce or eliminate them, achieving the levels of service and collection sought.

NO CASH FLOW INTERRUPTION DURING IMPLEMENTATION

Our goals during the implementation process are to minimize interruptions of your normal processes, minimize your resources required, and avoid any disruption to your cash flow. With careful planning, attention to detail, and clear communication, we will achieve these goals together. Beyond normal operating expenses, you will have no other known costs associated with implementation.

Cash flow often increases during the critical early months of our service to you. For example, during our implementation with Memphis Fire Rescue, cash flow increased during the first months of the contract because Digitech was processing claims in one to two days, while the prior vendor was taking up to 30 days to get claims out. With more cash flow, you can focus your resources on patient care and other operational priorities.

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Service Provider ("Business Associate") and the County of Nassau, on behalf of the Nassau County Police Department ("Covered Entity"). Business Associate and Covered Entity may be individually referred to as a "Party" and, collectively, the "Parties" in this Agreement. This Agreement shall be incorporated into and made part of the Underlying Agreement (as defined below).

STATEMENT OF PURPOSE

Pursuant to the Underlying Agreement, Business Associate provides services to Covered Entity and Covered Entity discloses certain information, including PHI (as defined below), to Business Associate. The purpose of this Agreement is to protect the privacy and provide for the security of such PHI in compliance with the Privacy Rule and Security Rule.

SECTION 1: DEFINITIONS

"Electronic Protected Health Information" or **"Electronic PHI"** will have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that Business Associate creates, receives, maintains or transmits from or on behalf of Covered Entity.

"Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

"Protected Health Information" or **"PHI"** will have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

"Security Rule" will mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A
and C

"Underlying Agreement" will mean the applicable written services agreement(s) between Covered Entity and Business Associate under which Covered Entity may disclose PHI to Business Associate.

Capitalized Terms. Capitalized terms used in this Agreement and not otherwise defined herein will have the meanings set forth in the Privacy Rule and the Security Rule which definitions are incorporated in this Agreement by reference.

SECTION 2: PERMITTED USES AND DISCLOSURES OF PHI

2.1 Uses and Disclosures of PHI Pursuant to the Underlying Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done

by Covered Entity.

2.2 Permitted Uses of PHI by Business Associate. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

2.3 Permitted Disclosures of PHI by Business Associate. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon Business Associate pursuant to this Agreement), and that the person agrees to notify Business Associate of any instances in which it is aware that the confidentiality of the information has been breached.

2.4 Data Aggregation. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services for the Health Care Operations of the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

2.5 De-identified Data. Business Associate may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data unless prohibited by applicable law.

SECTION 3: OBLIGATIONS OF BUSINESS ASSOCIATE

3.1 Appropriate Safeguards. Business Associate will use appropriate administrative, physical, and technical safeguards to comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this Agreement. Except as expressly provided in the Underlying Agreement or this Agreement, Business Associate will not assume any obligations of Covered Entity under the Privacy Rule. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

3.2 Reporting of Improper Use or Disclosure, Security Incident or Breach. Business Associate will report to Covered Entity any use or disclosure of PHI not permitted under this Agreement, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, and in any event no more than fourteen (14) days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results

in unauthorized access, use or disclosure of PHI. Business Associate's notification to Covered Entity of a Breach will comply with the requirements set forth in 45 C.F.R. § 164.404.

3 3 Business Associate's Agents. Business Associate will enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate for services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are no less restrictive than those that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must obtain Covered Entity's approval prior to engaging a subcontractor to provide services pursuant to the Underlying Agreement on behalf of Covered Entity.

3.4 Access to PHI. To the extent Business Associate agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set, Business Associate agrees to make such information available to Covered Entity pursuant to 45 C.F.R. § 164.524, within ten (10) business days of Business Associate's receipt of a written request from Covered Entity; provided, however, that Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity.

3.5 Amendment of PHI. To the extent Business Associate agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set, Business Associate agrees to make such information available to Covered Entity for amendment pursuant to 45 C.F.R. § 164.526 within ten (10) business days of Business Associate's receipt of a written request from Covered Entity.

3.6 Documentation of Disclosures. Business Associate will document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.7 Accounting of Disclosures. Business Associate will provide to Covered Entity, within twenty (20) business days of Business Associate's receipt of a written request from Covered Entity, information collected in accordance with Section 3.6 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.8 Governmental Access to Records. Business Associate will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining compliance with the Privacy Rule and the Security Rule.

3.9 Mitigation. To the extent practicable, Business Associate will cooperate with Covered Entity's efforts to mitigate a harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that is not permitted by this Agreement.

3.10 Minimum Necessary. Business Associate will request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R.
§ 164.514(d), and any amendments thereto.

SECTION 4: CHANGES TO PHI AUTHORIZATIONS

Covered Entity will notify Business Associate fifteen (15) days, if practicable, prior to the effective date of (1) any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, (2) any changes in, or revocation of, permission by an Individual to use or disclose PHI, or (3) any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522. Covered Entity will make such notification to the extent that such limitation, restriction, or change may affect Business Associate's use or disclosure of PHI.

SECTION 5: TERM AND TERMINATION

5.1 Term. The term of this Agreement will commence as of the Effective Date, and will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

5.2 Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of this Agreement, such Party may terminate this Agreement immediately if cure is not possible. Otherwise, the non-breaching party will provide written notice to the breaching Party detailing the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such thirty (30) day cure period, the non-breaching Party may terminate this Agreement and the affected underlying product or service if the breaching party does not cure the breach or if cure is not possible.

5.3 Effect of Termination.

5.3.1 Except as provided in Section 5.3.2, upon termination of the Underlying Agreement or this Agreement for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, at Covered Entity's expense, and will retain no copies of the PHI. This provision will apply to PHI that is in the possession of subcontractors or agents of Business Associate.

5.3.2 If it is infeasible for Business Associate to return or destroy the PHI upon termination of the Underlying Agreement or this Agreement, Business Associate will: (a) extend the protections of this Agreement to such PHI and (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3.3 The respective rights and obligations of Business Associate under Section 5.3 of this Agreement will survive the termination of this Agreement and the Underlying Agreement.

SECTION 6: COOPERATION IN INVESTIGATIONS

The Parties acknowledge that certain breaches or violations of this Agreement may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party will cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental

authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

SECTION 7: COMPLIANCE WITH LAW

Business Associate will comply with all applicable federal privacy and security laws governing PHI, as they may be amended from time to time.

SECTION 8: AMENDMENT

This Agreement may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. In addition, if any relevant provision of the Privacy Rule or the Security Rule is amended in a manner that changes the obligations of Business Associate or Covered Entity that are embodied in terms of this Agreement, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this Agreement to give effect to such revised obligations.

SECTION 9: GENERAL

This Agreement is governed by, and will be construed in accordance with, the laws of the State that govern the Underlying Agreement. Neither Party will assign this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld. All notices relating to the Parties' legal rights and remedies under this Agreement will be provided in writing to a Party, will be sent to its address set forth in the Underlying Agreement, or to such other address as may be designated by that Party by notice to the sending Party, and will reference this Agreement. Nothing in this Agreement will confer any right, remedy, or obligation upon anyone other than Covered Entity and Business Associate.

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid

documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

   i) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

   ii) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

   iii) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Walter C. Pickett II (Name)

   480 Bedford Road, Suite C-202, Chappaqua, NY 10514 (Address)

   (914) 741-1919 ext. 223 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ (HAS) __X___ (HAS NOT) been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____
   _____
   _____
   _____
   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ (HAS) __X___ (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

   _____
   _____
   _____
   _____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

2/3/2026
Dated

Signature of Chief Executive Officer

Walter C. Pickett II
Name of Chief Executive Officer

Sworn to before me this
3rd day of February, 2026

Notary Public

AMANDA COMPTON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO6382673
Qualified in Westchester County
My Commission Expires 10-29-2026

EXHIBIT C

Confidentiality Agreement

I _____ (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other _____ of the Contractor _____ (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to ambulance billing services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and

construed in accordance with the Laws of New York State.

_____

(Individual's Signature)

_____

(Individual's Printed Name)

_____

(Entity for which Individual is an employee or agent)

_____

(Date)

Exhibit D
Non-Disclosure Agreement (NDA)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of this ___ day of _____, 20__ by and between the County of Nassau acting by and through its Department of Police ("Disclosing Party" or "County") and Digitech Computer LLC_____ ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into Nassau County contract number _____, for billing services ("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.

The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.

(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.

(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:

(i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;

(ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;

(ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;

(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;

(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;

(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b)The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed

by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.
The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: Digitech Computer LLC

By: _____
Name: Walter C. Pickett II
Title: CEO
Date: 2/3/2026

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Digitech Computer LLC

2. Amount requiring NIFA approval: $1,200,000.00

Amount to be encumbered: $1,200,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to Three years from date of execution

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a new contract for ambulance billing services for the Department's Emergency Ambulance Bureau. Services will include, but are not limited to, recording and transmission of pre-hospital care reports ("PCRs"), billing and fee collection services, customer services and monitoring of industry issues.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 02/13/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Joyce Kerulo [JKERULO@DIGITECHCOMPUTER.COM]

Dated: 12/17/2025 03:54:43 pm

Vendor: Digitech Computer LLC

Title: CRO

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 01/06/2026

1) Proposer's Legal Name: Digitech Computer LLC

2) Address of Place of Business: 480 Bedford Road, Suite C-202

City: Chappaqua State/Province/ Territory: NY Zip/Postal Code: 10514

Country: US

Address: 480 Bedford Road, Building 600, 2nd Floor

City: Chappaqua State/Province/ Territory: NY Zip/Postal Code: 10514

Country: US

Start Date: End Date:

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) LLC taxed as a Partnership

1 File(s) uploaded: Digitech LLC Certificate of Formation (3).PDF

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts of interest

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts of interest

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts of interest

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest

would not exist for your firm in the future.

Annual Compliance training for all employees

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

04/19/1984

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Please see attached.

1 File(s) uploaded: Response to ii and iii.pdf

iii) Name, address and position of all officers and directors of the company. If none, explain.

Please see attached.

1 File(s) uploaded: Response to ii and iii.pdf

iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

575

vi) Annual revenue of firm;

1777000

vii) Summary of relevant accomplishments

Please see Cover Letter and affiliated proposal.

viii) Copies of all state and local licenses and permits.

2 File(s) uploaded: Certificate_of_Good_Standing_Digitech_Apostilled_11.2.211.pdf, Digitech LLC Certificate of Formation (3).PDF

B. Indicate number of years in business.

41

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Please see proposal document.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Fire Department of New York		
Contact Person	Carlos Ramos (Director)		
Address	9 Metrotech Center, Room #5E-3		
City	Brooklyn	State/Province/Territory	NY
Country	US		
Telephone	(718) 999-1265		
Fax #			
E-Mail Address	carlos.ramos@fdny.nyc.gov		

Company	Wyckoff Heights Medical Center		
Contact Person	Eric Cardamone (Director EMS Emergency Management)		
Address	374 Stockholm St		
City	Brooklyn	State/Province/Territory	NY
Country	US		
Telephone	(718) 302-8403		
Fax #			
E-Mail Address	ecardamone@wyckoffhospital.org		

Company	Philadelphia Fire Department		
Contact Person	Martin W. McCall (Deputy Commissioner EMS)		
Address	240 Spring Garden St		
City	Philadelphia	State/Province/Territory	PA
Country	US		
Telephone	(215) 685-4203		
Fax #			
E-Mail Address	Martin.W.McCall@phila.gov		

I, Jacqueline Herrera , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jacqueline Herrera , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Digitech Computer, LLC

Electronically signed and certified at the date and time indicated by:
Jacqueline Herrera JHERRERA@DIGITECHCOMPUTER.COM

Sr Director, Client Relations
Title

01/06/2026
Date

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "DIGITECH COMPUTER LLC", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF MAY, A.D. 2019, AT 1:02 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

7420742 8100
SR# 20193942166

Authentication: 202834460
Date: 05-15-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:02 PM 05/15/2019
FILED 01:02 PM 05/15/2019
SR 20193942166 - File Number 7420742

CERTIFICATE OF FORMATION

OF

DIGITECH COMPUTER LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplements thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is: Digitech Computer LLC.

SECOND: The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Cogency Global Inc., 850 New Burton Road, Suite 201, Dover DE 19904.

Executed on May 15, 2019.

/s/ Benjamin Spira
Benjamin Spira, Authorized Person

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

- PC IV Executive Fund DGT, Inc., 480 Bedford Road, Chappaqua NY 10514
- Twin Brook Equity Holdings, LLC, 111 South Wacker Drive, Chicago IL 60606
- Mark Schiowitz Family Trust, 480 Bedford Road, Chappaqua NY 10514
- Mark Schiowitz, 480 Bedford Road, Chappaqua NY 10514
- Joyce Kerulo, 480 Bedford Road, Chappaqua NY 10514

iii) Name, address and position of all officers and directors of the company. If none, explain.

Digitech's corporate officers include:

- Walt Pickett II, Chief Executive Officer
- Andrew Sheils, Chief Operating Officer
- Joyce Kerulo, Chief Revenue Officer
- Ben Lambert, Chief Information Officer

Address for all officers: 480 Bedford Road, Chappaqua, NY 10514

© 2025 Digitech Computer LLC

Apostille

(Convention de La Haye du 5 Octobre 1961)

1. *Country: United States of America*

This public document:

2. *has been signed by Jeffrey W. Bullock*

3. *acting in the capacity of Secretary Of State Of Delaware*

4. *bears the seal/stamp of Office Of Secretary Of State*

Certified

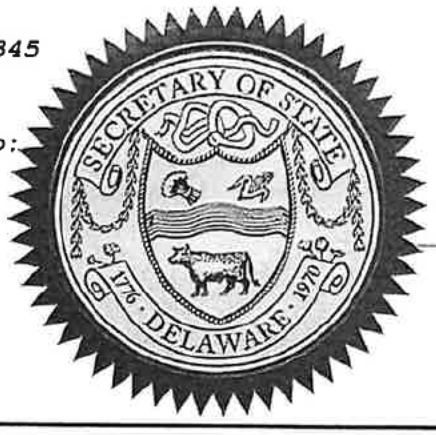
5. *at Dover, Delaware*

6. *second day of November, A.D. 2021*

7. *by Secretary of State, Delaware Department of State*

8. *No.204576345*

9. *Seal/Stamp:*



10. *Signature:*

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DIGITECH COMPUTER LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF NOVEMBER, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.





7420742 8300

SR# 20213681345

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204576344

Date: 11-02-21

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Joyce Schiowitz
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: 480 BBedford Road
   City: Chappaqua State/Province/ Territory: NY Zip/Postal Code: 10514
   Country US
   Telephone: 914-239-4928

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

   Type: Other
   Description: Chief Revenue Officer
   Start Date: 11/01/2020

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Joyce Kerulo , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joyce Kerulo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Digitech Computer LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joyce Kerulo JKERULO@DIGITECHCOMPUTER.COM

CRO

Title

12/17/2025 03:57:22 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Andrew Sheils
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 480 Bedford Road, Suite C-202
   City: Chappaqua State/Province/ Territory: NY Zip/Postal Code: 10514
   Country US
   Telephone: 9147411919

   Other present address(es):
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US
   Telephone: [redacted]

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

   Type: Other
   Description: Chief Client Officer
   Start Date: 05/01/2025

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Andrew Sheils , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Andrew Sheils , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Digitech Computer LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Andrew Sheils ASHEILS@DIGITECHCOMPUTER.COM

Chief Client Officer

Title

12/17/2025 03:47:13 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Benjamin Lambert
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: [redacted]

Business Address: 480 Bedford Road, Suite C-202
City: Chappaqua State/Province/ Territory: NY Zip/Postal Code: 10514
Country US
Telephone: 9147411919

Other present address(es): [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: [redacted]
Telephone: [redacted]

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	11/30/2021
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type Other
Description Chief Information Officer
Start Date 11/20/2020

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Benjamin Lambert , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Benjamin Lambert , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Digitech Computer LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Benjamin Lambert BLAMBERT@DIGITECHCOMPUTER.COM

Chief Information Officer

Title

12/14/2025 05:43:01 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Walt Pickett II
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: 480 Bedford Road, Suite C-202
   City: Chappaqua State/Province/ Territory: NY Zip/Postal Code: 10514
   Country US
   Telephone: 914-741-1919

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	04/01/2025	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
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YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Walter C. Pickett II , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Walter C. Pickett II , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Digitech Computer LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Walter C. Pickett II WPICKETT@DIGITECHCOMPUTER.COM

CEO

Title

12/13/2025 02:44:06 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Digitech Computer LLC

Address: 480 Bedford Road, Suite C-202

City: Chappaqua State/Province/Territory: NY Zip/Postal Code: 10514

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Ltd. Liability Co (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: ccvd questions #4-5.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Please see attached

1 File(s) uploaded: ccvd questions #4-5.docx

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Sarnova, Inc. is Digitech's parent company. They will not be taking part of the performance of this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):
N/A

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Jacqueline Herrera [JHERRERA@DIGITECHCOMPUTER.COM]

Dated: 01/06/2026 11:23:42 am

Title: Sr Director Client Relations

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Name of Director	Member Address
Jeff Prestel, Chairman of the Board	[redacted]
Mark Dougherty	[redacted]
Matt Walter	[redacted]
Yuriy Prilutskiy	[redacted]
Rebecca Jin	[redacted]
Doug Shamon	[redacted]
Arthur Roselle	[redacted]
Scott Glass	[redacted]
Mark Schiowitz	480 Bedford Road, Chappaqua, NY 10514
Joyce Kerulo	480 Bedford Road, Chappaqua, NY 10514

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5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section. If none, explain.

- PC IV Executive Fund DGT, Inc., 480 Bedford Road, Chappaqua NY 10514
- Twin Brook Equity Holdings, LLC, 111 South Wacker Drive, Chicago IL 60606
- Mark Schiowitz Family Trust, 480 Bedford Road, Chappaqua NY 10514
- Mark Schiowitz, 480 Bedford Road, Chappaqua NY 10514
- Joyce Kerulo, 480 Bedford Road, Chappaqua NY 10514

Digitech's corporate officers include:

- Walt Pickett II, Chief Executive Officer
- Andrew Sheils, Chief Operating Officer
- Joyce Kerulo, Chief Revenue Officer
- Ben Lambert, Chief Information Officer

Address for all officers: 480 Bedford Road, Chappaqua, NY 10514

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)

Digitech Computer LLC
5000 Bradenton Avenue
Dublin, OH 43017

1b. Business Telephone Number of Insured

(614) 760-5000

1c. Federal Employer Identification Number of Insured or Social Security Number

[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

County of Nassau
Office of Purchasing
240 Old County Road
Mineola, NY 11501

3a. Name of Insurance Carrier

Sun Life and Health Insurance Company (U.S.)

3b. Policy Number of Entity Listed in Box "1a"

[redacted]

3c. Policy effective period

01/01/2026 to **12/31/2026**

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed **01/09/2025** By *Amy Yates*

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number **800-247-6875** Name and Title **Amy Yates Client Services Support**

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/07/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. Columbus OH Office 8940 Lyra Drive Suite 250 Columbus OH 43240 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ProAssurance Specialty Insurance Company	17400
INSURER B:	Federal Insurance Company	20281
INSURER C:	Travelers Property Cas Co of America	25674
INSURER D:	Columbia Casualty Company	31127
INSURER E:		
INSURER F:		

INSURED
Digitech Computer LLC
5000 Bradenton Avenue
Dublin, OH 43017 USA

COVERAGES **CERTIFICATE NUMBER:** 570117567776 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			[redacted]	12/01/2025	12/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 Excluded
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			[redacted]	12/01/2025	12/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION			[redacted] SIR applies per policy terms & conditions	12/01/2025	12/01/2026	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N / N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			[redacted]	12/01/2025	12/01/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Products Liability			[redacted]	12/01/2025	12/01/2026	Aggregate Limit Agg Deductible Per Occ Comp/Op	$10,000,000 $150,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability included in the E&O Limit. Nassau County, its officials, employees, volunteers, agents, volunteers and representatives are included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of County of Nassau in accordance with the policy provisions of the Workers' Compensation policy.

CERTIFICATE HOLDER

County of Nassau
Office of Purchasing
240 Old County Road
Mineola NY 11501 USA

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

Holder Identifier :

Certificate No : 570117567776

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AGENCY CUSTOMER ID: 570000037575

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Digitech Computer LLC
POLICY NUMBER See Certificate Number: 570117567776	
CARRIER See Certificate Number: 570117567776	NAIC CODE
	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Products Liability			[redacted]	12/01/2025	12/01/2026	Per Occ Deductible	$50,000
D	E&O - Technology			[redacted] Technology SIR applies per policy terms & conditions	12/01/2025	12/01/2026	Limit	$5,000,000
							SIR	$500,000
							Aggregate	$5,000,000

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TRAVELERS
Document Management
CSS
300 Windsor Street
Hartford, CT 06120

County of Nassau
Office of Purchasing
240 Old County Road
Mineola, NY 11501

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Digitech Computer LLC 5000 Bradenton Avenue Dublin, OH 43017 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 914-741-1919 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau Office of Purchasing 240 Old County Road Mineola, NY 11501	3a. Name of Insurance Carrier TRAVELERS CASUALTY AND SURETY COMPANY 3b. Policy Number of entity listed in box "1a" [redacted] 3c. Policy effective period 12/01/2025 to 12/01/2026 3d. The Proprietor, Partners or Executive Officer are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Bessie Fletcher
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Bessie Fletcher (Signature) 01/22/2026 (Date)

Title: Sr. Customer Service Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: 804-527-4812

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Jacqueline Herrera state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Digitech Computer LLC

Vendor's Address: 480 Bedford Road, Suite C-202 Chappaqua NY US 10514

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 12/17/2025 03:54:43 pm

Lobbyist Registration and Disclosure Form:
No Lobbyist Registration and Disclosure Forms have been selected.

Business History Form certified: 01/06/2026 11:20:45 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 01/06/2026 11:23:42 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

No principal questionnaires have been selected.

I, Jacqueline Herrera hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Jacqueline Herrera JHERRERA@DIGITECHCOMPUTER.COM

Name

Senior Director

Title

Digitech Computer LLC

Name of Submitting Entity

01/06/2026 11:31:22 am

Date

Certified: --

E-25-26

FILED BY THE CLERK OF THE NASSAU COUNTY LEGISLATURE FEBRUARY 17, 2026 3:32PM

NIFS ID: CLPW26000008

Capital: **X**

Contract ID #: **CFPW21000010**

NIFS Entry Date: **01/16/2026**

DPW Contract Number: **B90406-01DH**

Department: Public Works

Service: **On-Call Building Design Amendment #1 B90406-01DH**

Term: **The Current Term of the Original Agreement shall be extended by 1 year, so that the termination date, as amended by this Amendment, shall be October 8, 2026. The Department shall have the right to extend the Amended Term for up to 1 year.**

Contract Delayed: **X**

Slip Type: **Amendment**		
CRP:		
Time Extension: **X**		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **H2MArchitectsEngineersGeologyLandSurveying&Landsc** DBA: **H2M architects + engineers**	ID#:**112235604**
Main Address: **538 Broad Hollow Road, 4th Floor East Melville, NY 11747**	
Main Contact: **Jamie Pizzardi**	
Main Phone: **(631) 756-8000**	

Department:
Contact Name: **Valiant Yeung**
Address: **NCDPW** **1194 Prospect Avenue** **Westbury, NY 11590**
Phone: **(516) 571-6881**
Email: **vyeung@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,cpetrucci@nassaucountyny.gov**

Contract Summary

Purpose: Amendment #1 for the On-Call Building Design Services contract for DPW's building construction group to provide extension of time to continue design services in emergency/time sensitive situations or whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.

Procurement History: RFP was issued on 7/2/2019 and posted in Newsday, NYS Contract Reporter, and on the County procurement website. Twelve (12) firms submitted responses to the RFP. The top five (5) firms ranking firms, including H2M architects + engineers, were selected. The original agreement was extended by letter until October 8, 2025. This amendment is seeking to retroactively extended the term for one year until October 8, 2026, and provide for an optional one-year extension.

Description of General Provisions: H2M architects + engineers, will provide on-call building design services for DPW's building construction group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.

Impact on Funding / Price Analysis: No change to the contract maximum. Amendment is for a one-year extension of time with an option to renew for one additional year. Project 90406.

Change in Contract from Prior Procurement: Extension of Time.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 10/08/2021

Original procurement method: Request for Proposals

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 90406 000	01	$0.01
Project Number 90406 Project Detail 000								
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	107
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$0.01
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	01/21/2026 07:40AM	Approved
NIFS Final Approval	Christopher Yansick	01/23/2026 07:55AM	Approved
Final Approval	Christopher Yansick	01/23/2026 07:55AM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	01/23/2026 07:55AM	Approved
Final Approval	Christopher Yansick	01/23/2026 07:55AM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	01/23/2026 08:36AM	Approved
Approval as to Form	Julie Silverstein	01/26/2026 04:21PM	Approved
NIFS Approval	Mary Nori	02/02/2026 02:42PM	Approved
Final Approval	Mary Nori	02/02/2026 02:42PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	01/23/2026 09:21AM	Approved
NIFA Approval	Christopher Nolan	01/30/2026 03:56PM	Approved
Final Approval	Christopher Nolan	01/30/2026 03:56PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	02/02/2026 02:45PM	Approved
DCE Compliance Approval	Robert Cleary	02/06/2026 12:53PM	Approved
Vertical DCE Approval	Arthur Walsh	02/17/2026 02:35PM	Approved
Final Approval	Arthur Walsh	02/17/2026 02:35PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	02/17/2026 03:25PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU DEPARTMENT OF PUBLIC WORKS AND H2M ARCHITECTS, ENGINEERS, GEOLOGY, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, DPC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, DPC, to provide expertise in emergency design construction situations, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, DPC.

AMENDMENT NO. 1

THIS AMENDMENT No. 1 (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii)) H2M Architects + Engineers, (H2M) having an office at 1200 Veterans Memorial Highway, Hauppauge, NY 11788 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number B90406-01DH between the County and the Firm, executed on behalf of the County on October 8, 2021 (the "Original Agreement"), the Firm performs architectural/engineering services for the County in connection with design, which services are more fully described in Exhibit "A" of the Original Agreement ("Services"); and

WHEREAS, the maximum Amount of Consideration that the County agreed to reimburse the Firm for professional services under the original Agreement, as full compensation for the Services, was One Million Dollars ($1,000,000.00); and

WHEREAS, the Commissioner extended the Original term by letter to October 8, 2025; and

WHEREAS, the Term may be extended by the Department, in its sole discretion, for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date, and the County and the Firm both desire to have the Firm continue the Services through the completion of various projects currently in the design stages; and

WHEREAS, the County and the Firm desire to further amend the original Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Amendment, the parties agree as follows:

Amended Term. The Current Term of the Original Agreement shall be extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment, shall be October 8, 2026 (the "Amended Expiration Date"). Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend the Amended Term for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Amended Expiration Date, and the County and the Firm both desire to have the Firm continue the Services through the completion of various projects, where the Services

are required to complete the projects. The Agreement so extended shall be on the same terms, conditions, and covenants as during the initial term except that the Amended Expiration Date shall be modified in accordance with the notice of extension.
d shall be on the same terms, conditions, and covenants as during the initial term except that the Amended Expiration Date shall be modified in accordance with the notice of extension.
shall be on the same terms, conditions, and covenants as during the initial term except that the Amended Expiration Date shall be modified in accordance with the notice of extension.

1. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties to the Agreement.

2. Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating

Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

H2M ARCHITECTS + ENGINEERS

By: _____
Name: ERIC MAISCH
Title: VICE PRESIDENT
Date: 1/8/26

COUNTY OF NASSAU

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 8 day of January in the year 2026 before me personally came Eric Maisch to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the VP of H2M architects + engineers, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

YVONNE MALDONADO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6322351
Qualified in Nassau County
Commission Expires March 30, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: H2MArchitectsEngineersGeologyLandSurveying&Landsc

2. Amount requiring NIFA approval: $0.00

Amount to be encumbered: $0.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to The Current Term of the Original Agreement shall be extended by 1 year, so that the termination date, as amended by this Amendment, shall be October 8, 2026. The Department shall have the right to extend the Amended Term for up to 1 year.

Has work or services on this contract commenced? Yes

If yes, please explain: Work authorized prior to expiration is ongoing.

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Amendment #1 for the On-Call Building Design Services contract for DPW's building construction group to provide extension of time to continue design services in emergency/time sensitive situations or whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 01/30/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.



Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Richard W. Humann, P.E. state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: H2M architects + engineers

Vendor's Address: 538 Broad Hollow Road, 4th Floor East Melville NY US 11747

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 11/18/2025 09:58:35 am

Lobbyist Registration and Disclosure Form: 11/18/2025 09:59:07 am

Business History Form certified: 11/18/2025 10:06:18 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 11/18/2025 10:14:43 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Joseph M. Mottola, AIA [JMOTTOLA@H2M.COM]
Date Certified	11/18/2025 09:17:47 am

Principal Name	Richard W. Humann, P.E. [RHUMANN@H2M.COM]
Date Certified	11/18/2025 10:00:14 am

Principal Name	Jamie Pizzardi, CPA [JPIZZARDI@H2M.COM]
Date Certified	11/18/2025 09:29:30 am

I, Richard W. Humann, P.E. hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Richard W. Humann, P.E. RHUMANN@H2M.COM

Name

President & CEO

Title

H2M architects + engineers

Name of Submitting Entity

11/18/2025 10:17:49 am

Date

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

Please see attached

1 File(s) uploaded: Attachment to Political Campaign Contribution Disclosure Form 2025.pdf

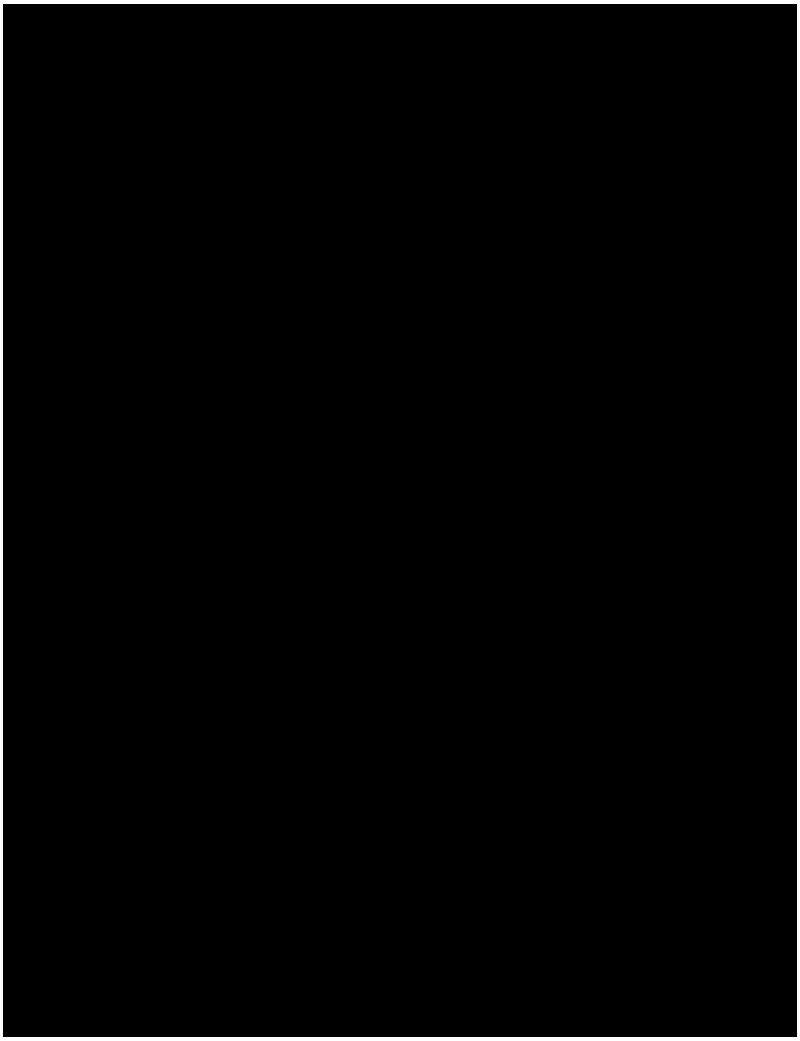
Electronically signed and certified at the date and time indicated by:
Richard W. Humann, P.E. [RHUMANN@H2M.COM]

Dated: 11/18/2025 09:58:35 am

Vendor: H2M architects + engineers

Title: President & CEO

Attachment to Political Campaign Contribution Disclosure Form



Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 08/21/2025

1) Proposer's Legal Name: H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, DPC (dba H2M architects + engineers)

2) Address of Place of Business: 538 Broad Hollow Rd, 4th Floor East

City: Melville State/Province/ Territory: NY Zip/Postal Code: 11747

Country: US

Address: 100 S Ashley Drive, Ste 600

City: Tampa State/Province/ Territory: FL Zip/Postal Code: 33602

Country: US

Start Date: End Date:

Address: 119 Cherry Hill Road, Suite 110

City: Parsippany State/Province/ Territory: NJ Zip/Postal Code: 07054

Country:

Start Date: End Date:

Address: 1250 NJ-23

City: Butler State/Province/ Territory: NJ Zip/Postal Code: 07405

Country: US

Start Date: End Date:

Address: 2 Executive Boulevard, Suite 401

City: Suffern | State/Province/Territory: NY | Zip/Postal Code: 10901

Country:

Start Date: | End Date:

Address: 2054 Vista Parkway, Ste 421

City: West Palm Beach | State/Province/Territory: FL | Zip/Postal Code: 33411

Country: US

Start Date: | End Date:

Address: 2054 Vista Parkway. Suite 421

City: West Palm Beach | State/Province/Territory: FL | Zip/Postal Code: 33411

Country: US

Start Date: | End Date:

Address: 230 West 38th Street, 14th Floor

City: New York | State/Province/Territory: NY | Zip/Postal Code: 10018

Country: US

Start Date: | End Date:

Address: 2700 Westchester Avenue, Suite 415

City: Purchase | State/Province/Territory: NY | Zip/Postal Code: 10577

Country:

Start Date: | End Date:

Address: 301 Grant Street, Suite 270

City: Pittsburgh | State/Province/Territory: PA | Zip/Postal Code: 15219

Country: US

Start Date: | End Date:

Address: 333 SE 2nd Avenue, Ste 2000

City:	Miami	State/Province/ Territory:	FL	Zip/Postal Code:	33131
Country:	US				
Start Date:				End Date:	

Address:	360 Bloomfield Avenue, Suite 406				
City:	Windsor	State/Province/ Territory:	CT	Zip/Postal Code:	06095
Country:	US				
Start Date:				End Date:	

Address:	433 River Street, Suite 8002				
City:	Troy	State/Province/ Territory:	NY	Zip/Postal Code:	12180
Country:	US				
Start Date:				End Date:	

Address:	4810 Belmar Boulevard				
City:	Wall Township	State/Province/ Territory:	NJ	Zip/Postal Code:	07753
Country:					
Start Date:				End Date:	

Address:	575 Broad Hollow Rd				
City:	Melville	State/Province/ Territory:	NY	Zip/Postal Code:	11747
Country:					
Start Date:				End Date:	

Address:	737 Roanoke Avenue				
City:	Riverhead	State/Province/ Territory:	NY	Zip/Postal Code:	11701
Country:					
Start Date:				End Date:	

Address:	951 Yamato Road, Suite 202				
City:	Boca Raton	State/Province/	FL	Zip/Postal	33431

Territory: Code:

Country: US

Start Date: End Date:

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [X] NO [ ] If yes, please provide details:
H2M Associates, Inc. is a 100% wholly owned subsidiary of H2M architects + engineers. H2M Architects & Engineers, Inc. a separate New Jersey corporation providing architectural and related engineering services, 119 Cherry Hill Road, Suite 110, Parsippany, New Jersey 07054. These firms will not be working on the project, therefore we have not included separate disclosures.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or

investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Should H2M be selected and awarded for a project, H2M will continue to monitor family relationships between our employees and Nassau County employees through implementing procedures to check all new hires prior to employment with H2M. This would take place through adding an appropriate question on our employment application. Should Nassau County request or recommend additional procedures, H2M would cooperate with Nassau County to implement them.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/01/1933

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

3 File(s) uploaded: Responses (Shareholders) 11.18.25.pdf, Responses (Shareholders) 11.18.25.pdf, Responses (Shareholders) 11.18.25.pdf

iii) Name, address and position of all officers and directors of the company. If none, explain.

3 File(s) uploaded: Responses (Shareholders) 11.18.25.pdf, Responses (Shareholders) 11.18.25.pdf, Responses (Shareholders) 11.18.25.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

583

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Please see attached.

1 File(s) uploaded: Responses to Business History 11.18.25.pdf

viii) Copies of all state and local licenses and permits.

2 File(s) uploaded: Responses to Business History 11.18.25.pdf, Responses to Business History 11.18.25.pdf

B. Indicate number of years in business.

92

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Not applicable.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Town of Hempstead		
Contact Person	Jeffrey Tierney, Deputy Commissioner of Engineering		
Address	350 Front Street, Room 235		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 489-5000		
Fax #	(516) 393-0074		
E-Mail Address	jefftie@tohmail.org		

Company	Town of Huntington		
Contact Person	Ed Parrish, P.E., Town Civil Engineer		
Address	100 Main Street		
City	Huntington	State/Province/Territory	NY

Country	US
Telephone	(631) 351-3206
Fax #	(631) 351-3212
E-Mail Address	eparrish@huntingtonny.gov

Company	Town of Oyster Bay		
Contact Person	Matthew Russo, P.E., Engineering Division Head		
Address	150 Miller Place		
City	Syosset	State/Province/Territory	NY
Country	US		
Telephone	(516) 677-5719		
Fax #	(516) 677-5940		
E-Mail Address	mrusso@oysterbay-ny.gov		

I, Richard W. Humann, P.E. , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Richard W. Humann, P.E. , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: H2M architects + engineers

Electronically signed and certified at the date and time indicated by:
Richard W. Humann, P.E. RHUMANN@H2M.COM

President & CEO
Title

11/18/2025 10:06:18 am
Date

RESPONSES TO BUSINESS HISTORY FORM

H2M ARCHITECTS, ENGINEERS, GEOLOGY, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, D.P.C. (D.B.A. H2M architects + engineers)

Questions Aii and Aiii

OFFICERS AND SHAREHOLDERS

NAME	ADDRESS	TITLE
Richard W. Humann, P.E.	[redacted]	Chairman, Chief Executive Officer, President
Joseph M. Mottola, AIA		Chief Operating Officer, Executive Vice President, Secretary
Jamie Pizzardi, CPA		Chief Financial Officer, Treasurer, Senior Vice President
Philip J. Schade, P.E.		Chief Market Director, Executive Vice President
Charles A. Martello, P.E.		Principal Office Director Executive Vice President
Elizabeth C. Uzzo		Executive Vice President
Michael W. Keffer, P.E.		Senior Vice President, Assistant Secretary
Saverio J. Belfiore, AIA		Senior Vice President
John R. Collins, P.E.		Senior Vice President
Jeffrey L. Czajka, P.E.		Senior Vice President
Michael N. Gentils		Senior Vice President
Ernest V. Iannucci, P.E.		Senior Vice President
Paul R. Lageraaen, P.E.		Senior Vice President
Ronald B. Lanner, R.A.		Senior Vice President
Joseph A. Manzella, P.E.		Senior Vice President
James L. Neri, P.E.		Senior Vice President
David J. Pacheco, AIA		Senior Vice President
Guy Y. Page, R.A.		Senior Vice President
Kevin M. Paul, AIA		Senior Vice President
James Roberts, P.E.		Senior Vice President
William Rockensies, P.E.		Senior Vice President
William Rospars, Esq.		Senior Vice President
Christopher Weiss, P.E.		Senior Vice President
Alison K. Auriemmo, P.E.		Vice President
Mauro M. Bacolo, P.E.		Vice President
Robert F. Bee, R.A.		Vice President
Nicholas F. Bono, P.E.		Vice President
Patrick K. Cole, P.E.		Vice President
Alan P. Hilla, P.E.		Vice President
Alexander Hochhausl, P.E.		Vice President
Robert E. Ikes, III, R.A.		Vice President
Michael W. Lantier, P.E.		Vice President
Gregory J. Levasseur, P.E.		Vice President
Eric W. Maisch, R.A.		Vice President
Debra L. Mattina		Vice President
Kevin M. Medler, R.A.		Vice President
Matthew R. Mohlin, P.E.		Vice President
James J. Moran, P.E.		Vice President
Michele A. Pincus, Esq.		Vice President
James Powers, AIA		Vice President
R. Joel Richardson, P.E.		Vice President
Sharon Norton Remmer		Vice President
Jason Smith, R.A.		Vice President
Kevin M. Taylor, P.E.		Vice President
Joseph Todaro, P.E.		Vice President
Richard Wiedersum, AIA		Vice President

Board of Directors in bold

NAME	ADDRESS	TITLE
Gregory M. Cellamare, P.E.	[redacted]	Assistant Vice President
Anne Davis		Assistant Vice President
William Delnero, P.E.		Assistant Vice President
Arthur M. Eschete, Jr.		Assistant Vice President
Kenneth R. Gehringer, AIA		Assistant Vice President
Pasquale Iannone, Sr., P.L.S		Assistant Vice President
Kenneth Keltai, R.L.A.		Assistant Vice President
Anthony W. Kim, P.E.		Assistant Vice President
Scott D. Lehn, P.E.		Assistant Vice President
Robert J. Lucas, P.E.		Assistant Vice President
Timothy J. McGuire, P.E.		Assistant Vice President
John C. Morris III, P.E.		Assistant Vice President
Alec J. Mittiga, P.E.		Assistant Vice President
Jonathan R. Muratore, P.E.		Assistant Vice President
Katrina Pacheco, R.A.		Assistant Vice President
Adam C. Post, R.A.		Assistant Vice President
Daniel K. Ritchie		Assistant Vice President
Charles J. Starke, P.E.		Assistant Vice President
Patrick O. Stone, R.A.		Assistant Vice President
Michael W. Weber, P.E.		Assistant Vice President

OTHER SHAREHOLDERS & SENIOR ASSOCIATES

NAME	ADDRESS	TITLE
Philip Bianco	[redacted]	Senior Associate
Jerold Blustein		Senior Associate
Sean P. Callahan, P.E.		Senior Associate
Joseph C. Ciserano, AIA		Senior Associate
Joseph F. Cline, P.E.		Senior Associate
Stephanie L. DeCotiis, P.E.		Senior Associate
Joseph E. Flynn Ed.D., R.A.		Senior Associate
Kelly E. Greenfield, R.A.		Senior Associate
Andrew M. Manfredi, P.E.		Senior Associate
Sujata Pal, P.E.		Senior Associate
Richard Palladino		Senior Associate
Nicole Pesce		Senior Associate
Steven Soussou, P.E.		Senior Associate
Katherine M. Stone, R.A.		Senior Associate
Lily Wu		Senior Associate

Introduction and Legal Existence

Organized in 1933 and founded on professional excellence, hard work and integrity, H2M architects + engineers (H2M) is proud of its long history of client service and design excellence. Providing seasoned judgment, quality service, technical skill, vision, and resourcefulness, H2M remains committed to achieving goals in step with our clients and in harmony with the environment.

H2M is a privately owned, full service, multi-disciplined professional A/E consulting firm that provides services to governmental agencies, municipalities, special districts and private industry. The firm is a NYS Design Professional Corporation, licensed by the NYS Department of Education to provide professional engineering services in New York.

Firm History

H2M was initially oriented toward the planning and design of municipal infrastructure projects. The company's capabilities have since grown to include complete full professional services, some of which include civil/site engineering, survey, structural engineering, mechanical engineering, electrical engineering, sanitary engineering, environmental engineering, water supply management, wastewater management, industrial hygiene, solid and hazardous waste management, geographic information systems mapping, planning and architecture. The full complement of our professional staff includes:

- Staff resources of over 580 employees
- Professional Engineers
- Registered Architects
- LEED Accredited Professionals
- Licensed Landscape Architects and Surveyors
- Professional Planners
- Environmental Scientists
- Certified Geologists, Hydrogeologists, Ground Water Professionals
- Construction Inspectors, GIS, and CAD Designers
- Industrial Hygienists and Safety Professionals
- Certified Asbestos / Lead Inspectors and Managers
- Sewage / Water Treatment Plant Operators

Date of Formation

Legal Firm Name:
H2M Architects, Engineers, Geology, Surveying and Landscape Architecture, DPC

DBA: H2M architects + engineers

- Became a Professional Corporation (P.C.) 12/10/70
- Became a Design Professional Corporation (D.P.C.) 11/15/13

State of Incorporation: New York

Number of Years in Business: Established in 1933

Distinguishing Qualifications: Some of the strengths of our firm are:

Familiarity and experience working with Nassau County.

The firm's excellent reputation for quality of work, responsiveness and professionalism.

The firm's experienced staff and experienced project management that we are proposing to commit to this assignment.

Experience with equipment site prep projects for our industrial clients.

Use of Building Information Modeling (BIM) software provides three dimensional exterior and interior views of the project at all stages of design and provides clash detection between material and equipment objects of the different trades thereby decreasing change orders during the construction phase.

The resource capabilities of our firm, which allows us to successfully complete multiple projects simultaneously and keep to project schedules.

Our proposed approach that will allow us to complete the requested assignment in a well-coordinated and timely manner.

Our firm takes ownership and we look to assure our work suits our client's needs and objectives and its completion is on schedule, within budget and requires the least amount of client involvement.

We are a proactive firm that attempts to anticipate future issues and plan ahead to assure a successful project's completion while anticipating future needs.

Sustainable Design

H2M is a member of the USGBC (United States Green Building Council) and we are committed to taking a leadership role as it relates to building and our environment. We will provide an environmentally sensitive approach to this project, one that is balanced, economical and specific to the work to be undertaken.

We will look to identify and evaluate potential green opportunities that will have an immediate, measurable impact on key concerns such as energy conservation, global climate change, and occupant health.

Certificate of Authorization

Please see attached.

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

H2M ARCHITECTS ENGINEERS GEOLOGY LAND SURVEYING
AND LANDSCAPE ARCHITECTURE DPC
538 BROAD HOLLOW RD
4TH FLOOR EAST
MELVILLE, NY 11747-5076

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2024 TO 12/31/2026.

THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT
EXCELSIOR
1784

BETTY ROSA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0021730 DUPLICATE

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

H2M ARCHITECTS ENGINEERS GEOLOGY LAND SURVEYING
AND LANDSCAPE ARCHITECTURE DPC
538 BROAD HOLLOW RD
4TH FLOOR EAST
MELVILLE, NY 11747-5076

TO PROVIDE GEOLOGY SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 10/01/2024 TO 09/30/2027.

CERTIFICATE NUMBER
0022754

BETTY ROSA
COMMISSIONER OF EDUCATION

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

H2M ARCHITECTS ENGINEERS GEOLOGY LAND SURVEYING
AND LANDSCAPE ARCHITECTURE DPC
538 BROAD HOLLOW RD
4TH FLOOR EAST
MELVILLE, NY 11747-5076

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 02/01/2024 TO 01/31/2027.

CERTIFICATE NUMBER
0021729 DUPLICATE

BETTY ROSA
COMMISSIONER OF EDUCATION

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Jamie E. Pizzardi, CPA
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 538 Broad Hollow Road, 4th Floor East
   City: Melville State/Province/ Territory: NY Zip/Postal Code: 11747
   Country US
   Telephone: 6317568000

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	01/01/2024
Chairman of Board		Shareholder	01/01/2016
Chief Exec. Officer		Secretary	
Chief Financial Officer	01/01/2024	Partner	
Vice President	01/01/2023		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

H2M Associates, Inc. (wholly owned subsidiary): CFO & Treasurer (2024 to present); Vice President (2023 to present)
H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey): CFO & Treasurer (2024 to present); Vice President (2023 to present)

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

H2M Associates, Inc. is a wholly owned subsidiary and has been awarded various contracts from various governmental entities in the past 3 years, along with H2M architects + engineers. H2M Architects & Engineers, Inc. is an affiliate firm and and has been awarded various contracts from various governmental entities in the past 3 years.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Jamie Pizzardi, CPA , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jamie Pizzardi, CPA , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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H2M architects + engineers

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jamie Pizzardi, CPA JPIZZARDI@H2M.COM

Senior Vice President, Chief Financial Officer

Title

11/18/2025 09:29:30 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Joseph M. Mottola, AIA
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 538 Broad Hollow Road, 4th Floor East
City: Melville State/Province/ Territory: NY Zip/Postal Code: 11747
Country US
Telephone: (631) 756-8000

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country: US
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	02/24/1995
Chief Exec. Officer		Secretary	01/01/2019
Chief Financial Officer		Partner	
Vice President	01/02/2004		
(Other)			

Type Other
Description Senior Vice President
Start Date 01/14/2015

Type Other
Description Deputy Chief Operating Officer, Assistant Secretary
Start Date 01/10/2018

Type	Other
Description	Executive Vice President
Start Date	01/10/2018

Type	Other
Description	Chief Operating Officer
Start Date	01/01/2019

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

[redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

[redacted]

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

H2M Associates, Inc. (wholly owned subsidiary)
H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey)

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

H2M Associates, Inc. is a wholly owned subsidiary and has been awarded various contracts from various governmental entities in the past 3 years, along with H2M architects + engineers.
H2M Architects & Engineers, Inc. is an affiliate firm and and has been awarded various contracts from various governmental entities in the past 3 years.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph M. Mottola, AIA , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph M. Mottola, AIA , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

H2M architects + engineers

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph M. Mottola, AIA JMOTTOLA@H2M.COM

Executive Vice President, Chief Operating Officer

Title

11/18/2025 09:17:47 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Richard W. Humann, P.E.
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 538 Broad Hollow Road, 4th Floor East
City: Melville State/Province/ Territory: NY Zip/Postal Code: 11747
Country US
Telephone: (631) 756-8000

Other present address(es): 538 Broad Hollow Road, 4th Flo
City: Melville State/Province/ Territory: NY Zip/Postal Code: 11747
Country: US
Telephone: 6317568000

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/02/2012	Treasurer	
Chairman of Board	01/01/2013	Shareholder	01/01/1999
Chief Exec. Officer	01/02/2013	Secretary	
Chief Financial Officer		Partner	
Vice President	01/17/2005		
(Other)			

Type Other
Description Chief Operating Officer
Start Date 01/02/2012

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

[redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

H2M Associates, Inc. (wholly owned subsidiary): President and CEO (2005 to present); Vice President (2005-2012)
H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey): President and CEO (2012 to present)

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

H2M Associates, Inc. is a wholly owned subsidiary and has been awarded various contracts from various governmental entities in the past 3 years, along with H2M architects + engineers.
H2M Architects & Engineers, Inc. is an affiliate firm and and has been awarded various contracts from various governmental entities in the past 3 years.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period,

been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Richard W. Humann, P.E. , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Richard W. Humann, P.E. , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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H2M architects + engineers

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Richard W. Humann, P.E. RHUMANN@H2M.COM

President & CEO

Title

11/18/2025 10:00:14 am

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, DPC (dba H2M architects + engineers)

Address: 538 Broad Hollow Road, 4th Floor East

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Design Professional Corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Responses to Vendor Disclosure 11.18.25.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

See attached. No shareholders own 10% or more of company

1 File(s) uploaded: Responses to Vendor Disclosure 11.18.25.pdf

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

H2M Associates, Inc. a wholly-owned New Jersey subsidiary providing engineering, planning and environmental services, 119 Cherry Hill Road, Suite 110, Parsippany, New Jersey 07054. H2M Architects &Engineers, Inc. a separate New Jersey corporation providing architectural and related engineering services, 119 Cherry Hill Road, Suite 110, Parsippany, New Jersey 07054. These firms will not be working on the project, therefore we have not included separate disclosures.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None, no lobbyists exist.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None, no lobbyists exist.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None, no lobbyists exist.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Richard W. Humann, P.E. [RHUMANN@H2M.COM]

Dated: 11/18/2025 10:14:43 am

Title: President & CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

RESPONSES TO VENDOR DISCLOSURE FORM

H2M ARCHITECTS, ENGINEERS, GEOLOGY, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, D.P.C. (D.B.A. H2M architects + engineers)

Questions 4 and 5

Please note: no shareholders own 10% or more of the company.

OFFICERS AND SHAREHOLDERS

NAME	ADDRESS	TITLE
Richard W. Humann, P.E.	[redacted]	Chairman, Chief Executive Office, President
Joseph M. Mottola, AIA		Chief Operating Officer, Executive Vice President, Secretary
Jamie Pizzardi, CPA		Chief Financial Officer, Treasurer, Senior Vice President
Philip J. Schade, P.E.		Chief Market Director, Executive Vice President
Charles A. Martello, P.E.		Principal Office Director Executive Vice President
Elizabeth C. Uzzo		Executive Vice President
Michael W. Keffer, P.E.		Senior Vice President, Assistant Secretary
Saverio J. Belfiore, AIA		Senior Vice President
John R. Collins, P.E.		Senior Vice President
Jeffrey L. Czajka, P.E.		Senior Vice President
Michael N. Gentils		Senior Vice President
Ernest V. Iannucci, P.E.		Senior Vice President
Paul R. Lageraaen, P.E.		Senior Vice President
Ronald B. Lanner, R.A.		Senior Vice President
Joseph A. Manzella, P.E.		Senior Vice President
James L. Neri, P.E.		Senior Vice President
David J. Pacheco, AIA		Senior Vice President
Guy Y. Page, R.A.		Senior Vice President
Kevin M. Paul, AIA		Senior Vice President

James Roberts, P.E.	[redacted]	Senior Vice President
William Rockensies, P.E.		Senior Vice President
William Rospars, Esq.		Senior Vice President
Christopher Weiss, P.E.		Senior Vice President
Alison K. Auriemmo, P.E.		Vice President
Mauro M. Bacolo, P.E.		Vice President
Robert F. Bee, R.A.		Vice President
Nicholas F. Bono, P.E.		Vice President
Patrick K. Cole, P.E.		Vice President
Alan P. Hilla, P.E.		Vice President
Alexander Hochhausl, P.E.		Vice President
Robert E. Ikes, III, R.A.		Vice President
Michael W. Lantier, P.E.		Vice President
Gregory J. Levasseur, P.E.		Vice President
Eric W. Maisch, R.A.		Vice President
Debra L. Mattina		Vice President
Kevin M. Medler, R.A.		Vice President
Matthew R. Mohlin, P.E.		Vice President
James J. Moran, P.E.		Vice President
Michele A. Pincus, Esq.		Vice President
James Powers, AIA		Vice President
R. Joel Richardson, P.E.		Vice President
Sharon Norton Remmer		Vice President
Richard B. Schommer, P.E.		Vice President
Jason Smith, R.A.		Vice President
Kevin M. Taylor, P.E.		Vice President
Joseph Todaro, P.E.		Vice President
Richard Wiedersum, AIA		Vice President

NAME	ADDRESS	TITLE
Anne Davis	[redacted]	Assistant Vice President
Gregory M. Cellamare, P.E.		Assistant Vice President
William Delnero, P.E.		Assistant Vice President
Arthur M. Eschete, Jr.		Assistant Vice President
Kenneth R. Gehringer, AIA		Assistant Vice President
Pasquale Iannone, Sr., P.L.S		Assistant Vice President
Kenneth Keltai, R.L.A.		Assistant Vice President
Anthony W. Kim, P.E.		Assistant Vice President
Scott D. Lehn, P.E.		Assistant Vice President
Robert J. Lucas, P.E.		Assistant Vice President
Timothy J. McGuire, P.E.		Assistant Vice President
John C. Morris III, P.E.		Assistant Vice President
Alec J. Mittiga, P.E.		Assistant Vice President
Jonathan R. Muratore, P.E.		Assistant Vice President
Katrina Pacheco, R.A.		Assistant Vice President
Adam C. Post, R.A.		Assistant Vice President
Daniel K. Ritchie		Assistant Vice President
Charles J. Starke, P.E.		Assistant Vice President
Patrick O. Stone, R.A.		Assistant Vice President
Michael W. Weber, P.E.		Assistant Vice President

Board of Directors in bold

OTHER SHAREHOLDERS & SENIOR ASSOCIATES

NAME	ADDRESS	TITLE
Philip Bianco	[redacted]	Senior Associate
Jerold Blustein		Senior Associate
Sean P. Callahan, P.E.		Senior Associate
Joseph C. Ciserano, AIA		Senior Associate
Joseph F. Cline, P.E.		Senior Associate
Stephanie L. DeCotiis, P.E.		Senior Associate
Joseph E. Flynn Ed.D., R.A.		Senior Associate
Kelly E. Greenfield, R.A.		Senior Associate
Andrew M. Manfredi, P.E.		Senior Associate
Sujata Pal, P.E.		Senior Associate
Richard Palladino		Senior Associate
Nicole Pesce		Senior Associate
Steven Soussou, P.E.		Senior Associate
Katherine M. Stone, R.A.		Senior Associate
Lily Wu		Senior Associate

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Edgewood Partners Ins Center
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: Rebecca Egan
PHONE (A/C, No, Ext): 770-552-225 **FAX (A/C, No):**
E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Sentinel Insurance Company, Ltd.	11000
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : Property & Casualty Ins Co of Hartford	34690
INSURER E : Continental Casualty Company	20443
INSURER F :	

INSURED H2MARCH
H2M Architects + Engineers
538 Broad Hollow Road, 4th Floor East
Melville, NY 11747

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:** 26-27

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			[redacted]	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			[redacted]	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			[redacted]	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	1/1/2026	1/1/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
E	Prof Liability incl. Pollution			[redacted]	1/1/2026	1/1/2027	Per Claim Aggregate	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: On-Call Building Design #B90406-01DH Amendment 01.
County of Nassau is named as an Additional Insured with respects to General Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

County of Nassau
Dept of Public Works
1194 Prospect Avenue
Westbury, NY 11590-0000

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
Gregg Buchholz

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: November 25, 2025

SUBJECT: Recommendation to Amend Professional Services Agreements with All On-Call Building Design Firms **[RETROACTIVE]**
Agreement No.: B90406-01DC – Cashin – CFPW21000015 (*08/28/2025 Expiration)*
Agreement No.: B90406-01DH – H2M – CFPW21000010 (*10/08/2025 Expiration)*
Agreement No.: B90406-01DL – LiRo – CFPW21000014 (*09/17/2025 Expiration)*
Agreement No.: B90406-01DN – Nelson & Pope – CFPW21000013 (*08/28/2025 Expiration)*
Agreement No.: B90406-01DS – Spector – CFPW21000011 (*08/28/2025 Expiration)*

These requested amendments will amend the County's contracts with On-Call Building Design Firms, to extend the expiration of services under the terms of the original agreements until new contracts for these same services are fully executed. An RFP was issued on July 2, 2019 and twelve (12) firms submitted proposal responses to the RFP. The top five (5) firms were selected and awarded contracts.

These contracts were extended through their optional two-year extensions via letters from the Commissioner with termination dates falling between the dates of August 28, 2025 and October 8, 2025. On that basis, this memo and these amendments shall be retroactive to their respective effective expiration dates. It was the intention of this Department to solicit new contracts for On-Call Building Design services in 2025, prior to the expiration of the 2019 contract, however, delays in processing this procurement have occurred, primarily lack of County resources to draft, review and process said solicitation. The term extension being requested is one (1) year plus an optional additional one (1) year.

LiRo's contract capacity shall also be amended and increased by $1 million to enable a fair bidder pool of all firms with awarded contracts, in the spirit of the initial RFP. LiRo has insufficient remaining capacity to be awarded additional missions. All other firms have sufficient remaining capacity.

It is the intent of this Department to amend the existing agreements to extend these services until new contract for the same services are fully executed. This is necessary to ensure the ability of the Department to procure these support services in a timely manner. The proposed rates extended to these Firms under these agreements are also lower than the rates that will be proposed against the new solicitation.

In our professional judgment, it is in the County's best interest, and represents the best value to the County, to have this Department, upon your approval, shall begin preparing these contract amendments.

Subject: Recommendation to Amend Professional Services Agreement with
All On-Call Building Design Firms
Agreement No.: B90406-01DC – Cashin – CFPW21000015
Agreement No.: B90406-01DH – H2M – CFPW21000010
Agreement No.: B90406-01DL – LiRo – CFPW21000014
Agreement No.: B90406-01DN – Nelson & Pope – CFPW21000013
Agreement No.: B90406-01DS - Spector – CFPW21000011

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:DT:ss
c: Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to the Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner of Administration
Robert Labaw, Chief Architect
Valiant Yeung, Architect III
Francis Antetomaso, Assistant to the Deputy Commissioner
Robert Mitchell, Sean Chow, Gus Xenakis, Jacobs

APPROVED:

Arthur T. Walsh — Date
Chief Deputy County Executive

DISAPPROVED:

11/25/25

Arthur T. Walsh — Date
Chief Deputy County Executive

DCL#

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

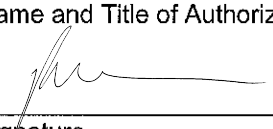
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Richard W. Humann, P.E., President & CEO
Name and Title of Authorized Representative

m/d/yy



12/17/25
Signature

Date

H2M architects + engineers
Name of Organization

538 Broad Hollow Road, 4th Floor East, Melville, NY 11747
Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

June 27, 2023

H2M architects + engineers
538 Broad Hollow Road
4th Floor East
Melville, New York 11747

Att.: George W. Desmarais, P.E.

Re.: CONTRACT NO: B90406-01DH
TITLED: "On-Call" Building Design Services

To Whom It May Concern:

You are hereby advised that a two (2) year extension of time is granted to October 8, 2025, on the above referenced agreement.

Please be aware that all other terms and stipulations of the agreement remain in effect.

Should you have any questions regarding the foregoing, you may contact Mr. Robert LaBaw, at 571-6812.

Very truly yours,

Kenneth G. Arnold, P.E.
Commissioner of Public Works

KGA:DT:jd
c: Roseann D'Alleva, Deputy Commissioner of Public Works
Douglas Tuman, Deputy Commissioner of Public Works
Valiant Yeung, Architect III
Robert LaBaw, Architect IV
Matt Duffy, Auditing Assistant III, Office of the Comptroller

S:\SAN\Support Staff\Author\LaBaw, Robert\H2M B90406-01DH Ext of Time 10-8-25.rl.doc

E-102-21
Certified: 13-OCT-21 -- SALFANO

NIFS ID:CFPW21000010 Department: Public Works

Capital: X

SERVICE: On-Call Building Design-B90406-01DH

Contract ID #:CFPW21000010 NIFS Entry Date: 14-APR-21 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: **H2M architects + engineers**	Vendor ID#: [redacted]
Address: 538 Broad Hollow Road 4th Floor East Melville, NY 11747	Contact Person: George Desmarais
	Phone: 631 / 756-8000

Department:
Contact Name: Robert LaBaw
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone: 516 / 571-6812

Routing Slip

Department	**NIFS Entry: X**	**14-APR-21 -- LDIONISIO**
Department	**NIFS Approval: X**	**15-APR-21 -- RD'ALLEVA**
DPW	**Capital Fund Approved: X**	**15-APR-21 -- RDALLEVA**
OMB	**NIFA Approval: X**	**15-APR-21 -- CNOLAN**
OMB	**NIFS Approval: X**	**15-APR-21 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**15-APR-21 -- AAMATO**
County Atty.	**Approval to Form: X**	**15-APR-21 -- NSARANDIS**

CPO	**Approval: X**	**19-APR-21 -- KOHAGEN**
DCEC	**Approval: X**	**19-APR-21 -- JCHIARA**
Dep. CE	**Approval: X**	**19-APR-21 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**28-APR-21 -- JSCHANTZ**
Legislature	**Approval: X**	**13-JUL-21 -- CALBERT**
Comptroller	**Deputy: X**	**03-SEP-21 -- JSCHOEN**
NIFA	**NIFA Approval: X**	**30-SEP-21 -- MWORSHAM**

Contract Summary

Purpose: This is a contract for H2M to provide on-call building design services for DPW's building construction group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.
Method of Procurement: RFP was issued 7/2/19 - 12 proposals were received
Procurement History: RFP was issued and posted in Newsday, NYS Contract Reporter, industry websites and on the County procurement website. Twelve (12) firms submitted responses to the RFP. The top five (5) firms ranking firms, including H2M, were selected.
Description of General Provisions: To provide on-call building design services for DPW's building construction group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.
Impact on Funding / Price Analysis: Maximum contract cap is One Million Dollars ($1,000,000.00)
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	**90**
Resp:	**406**
Object:	**00002**
Transaction:	**CF**
Project #:	**90406**
Detail:	**000**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.01
Other	$ 0.00
TOTAL	$ **0.01**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/90406/00002/000	$ 0.01
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 0.01

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND H2M ARCHITECTS, ENGINEERS, LAND SURVEYING & LANDSCAPE ARCHITECTURE, DPC D/B/A H2M ARCHITECTS & ENGINEERS

WHEREAS, the County has negotiated a personal services agreement with H2M Architects, Engineers, Land Surveying & Landscape Architecture, DPC d/b/a H2M Architects + Engineers for On-Call Building Design Services: Division of Engineering, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with H2M Architects, Engineers, Land Surveying & Landscape Architecture, DPC d/b/a H2M Architects + Engineers.

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: H2M architects + engineers

2. Dollar amount requiring NIFA approval: $1000000

Amount to be encumbered: $.01

This is a New

If new contract - $ amount should be full amount of contract
If advisement ?NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 2 years + 2 year possible extension

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

General Fund (GEN)	Grant Fund (GRT)	
X Capital Improvement Fund (CAP)		Federal % 0
Other		State % 0
		County % 0

Is the cash available for the full amount of the contract?	N
If not, will it require a future borrowing?	Y
Has the County Legislature approved the borrowing?	N
Has NIFA approved the borrowing for this contract?	N

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The Department of Public Works requested proposals from firms to provide "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

CNOLAN 15-APR-21

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

LAURA CURRAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

"ON-CALL" BUILDING DESIGN SERVICES

DIVISION OF ENGINEERING

AGREEMENT NO. B90406-01DH

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) H2M architects + engineers, having an office at 538 Broad Hollow Road, 4th Floor East, Melville, NY 11747 (the "Firm").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the two (2) year anniversary of the Commencement Date (the "Expiration Date"), unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date, for a possible total term of four (4) years. The decision to renew the contract will be at the sole discretion of the County. The Agreement, so extended, shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its

entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services: Division of Engineering. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner of the Department or his or her duly designated deputy. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) not specifically set forth in Exhibit "A", (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs, renderings, Building Information Modeling (BIM) and Laser Scanning as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Premium pay for overtime work or night differential, if required by the specific task, shall be subject to the payment terms indicated in Exhibit "B".

(7) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **One Million ($1, 000,000.00**) dollars for each 2-year term.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subconsultants. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by Subconsultants in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document

or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent Contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Firm (a "Firm Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach

being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any

threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an indemnified party.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.

(d) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

(e) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subconsultants. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any Subconsultant hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the

Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of **Five Hundred Thirty-Three ($533)** dollars for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

By: H2M Architects + engineers
Name: Dennis M Kelleher
Title: Exec. Vice President
Date: 6-14-21

NASSAU COUNTY

By: Brian J. Schneider
Name: BRIAN J. SCHNEIDER
Title: County Executive
☐ Deputy County Executive
Date: 10/8/21

PLEASE EXECUTE IN BLUE INK

[**Note to Departments**: County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 14th day of June in the year 2021 before me personally came Dennis M. Kelleher PE to me personally known, who, being by me duly sworn did depose and say that he or she resides in the County of [redacted]; that he or she is the Exec. Vice President of HZM architects + engineers, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Susan L. Jannace

SUSAN L. JANNACE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA4982483
Qualified in Suffolk County
Commission Expires June 03, 2023

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

XC On the 8 day of October in the year 2021 before me personally came Brian J. Schneider to me personally known, who, being by me duly sworn did depose and say that he or she resides in the County of [redacted]; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Tanya Carter

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

ON-CALL BUILDING DESIGN SERVICES

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call operations assistance and design services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services for the County's Division of Engineering including, providing study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, constructability reviews, estimating, design reviews, surveys for County infrastructure, and other design related tasks on an as needed basis for various building and related projects, or to serve as an extension of County staff for various building and related projects, and any other design related engineering service.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site-specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the 'Mission") that provides a detailed description of the services required by the Department and the type of cost

estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

{Remainder of page intentionally left blank}

EXHIBIT "B"

PAYMENT SCHEDULE

ON-CALL BUILDING DESIGN SERVICES

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

1. SERVICES

(a) Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of as specified in Appendix A attached hereto and made part hereof; or (iii) the terms delineated for the specific assigned task. The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

(b) Sub-consultants and Special Consultants

Sub-consultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Sub-consultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Sub-consultant or Special Consultant. The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary

increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule.

{Remainder of page intentionally left blank}

EXHIBIT "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Firm shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Firm shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, up-gradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Firm will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, up-gradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Firm shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Firm's obligations herein.

(c) The Firm shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Firm shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Firm shall, in its advertisements and solicitations for Sub-consultants, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Sub-consultants must be equal opportunity employers.

(f) Firms must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Firms for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Sub-consultants so that, to the greatest extent feasible, all Sub-consultants will be approved prior to commencement of work. Any additions or changes to the list of Sub-consultants under the utilization plan shall be approved by the Commissioner of the Department

of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Firm to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Sub-consultant approval has been requested and prior to being granted, the contracting agency may require the Firm to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Firm to submit such documentation at any time after Sub-consultant approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Firm must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Firm must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Firm's Subcontracts and Firm's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Firm shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Firm shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Firm has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations,

shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Sub-consultant and shall complete all forms provided by the Executive Director or the Department Head relating to Sub-consultant utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Firms or Sub-consultants in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Firm shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Sub-consultant as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Firm, listing the procedures it has undertaken to procure Sub-consultants in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Firm" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a Firm, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Sub-consultant.

As used in this Appendix EE the term "County Firm" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Firm reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Firm welcomed bids and quotes from M/WBE Sub-consultants. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Firm's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Sub-consultants to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE Sub-consultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.

d. Proof or affidavit that M/WBE Sub-consultants were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Firm that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed

unqualified by the County Firm shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Firm must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Sub-consultants by the County Firm must also be included with the Best Effort Documentation

i. County Firms may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term “Executive Director” shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term “Subcontract” shall mean an agreement consisting of part or parts of the contracted work of the County Firm.

As used in this Appendix EE, the term “Sub-consultant” shall mean a person or firm who performs part or parts of the contracted work of a prime Firm providing services, including construction services, to the County pursuant to a county contract. Sub-consultant shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime Firm that are necessary for the prime Firm to fulfill its obligations to provide services to the County pursuant to a county contract. Sub-consultant shall not include a supplier of materials to a Firm who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a Firm, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring Firms to retain or submit documentation of best efforts to utilize certified Sub-consultants and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX A

COST PROPOSAL

(To be submitted in a separately sealed envelope)

Proposer: H2M architects + engineers

Sub-Consultants: Provide MWBE & SDVOB Utilization Plan Our subconsultants' MBE/WBE participation % will be determined on a task-by-task basis.

1. Proposer's Multiplier:	~~2.9~~ 2.75 RL	
2. Proposer's Multiplier for Extra Services:	~~2.9~~ 2.75 RL	
3. Sub-Consultant Multiplier: (Cannot Exceed Proposer's Multiplier)		
a. CSM Engineering P.C. (MBE/WBE)	~~2.9~~ 2.75 RL.	
b.		
c.		
d.		

Attach staffing schedule with names, titles, and hourly rates. Maximum hourly rate ***with*** multiplier is $175.00.

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and

B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: _____ 6-14-21
(Signature)

PRINT NAME: George Desmarais, P.E., Senior Vice President **DATE:** 7/29/19

EXHIBIT "C"

MAXIMUM WAGE RATE SCHEDULE

Nassau County DPW Rate Schedule 2019

Employee	Job Title	Hourly Rate
ABIGAIL M. ZAMMITTI	STAFF ENGINEER 1	[redacted]
ADAM C. POST	SR. ARCHITECT 1	
ADAM J. CHAMPAGNE	STUDENT INTERN	
ADRIANA L. CONCEPCION	PROJECT DESIGNER 1 - ARCH.	
AISHA Y. HARRISON	ADMINISTRATIVE SUPPORT PROFESSIONAL	
ALAN L. GOLDSTEIN	SR. DESIGNER 1	
ALAN P. HILLA, JR.	OFFICE DIRECTOR	
ALAYNE R. BOEHM	ADMINISTRATIVE SUPPORT PROFESSIONAL	
ALBERTO D. ALVARADO	PROJECT SCIENTIST 1	
ALEX J. STEINHILBER	CONSTRUCTION INSPECTOR 1	
ALEXANDER A. BROWN	STUDENT INTERN	
ALEXANDER E. HOCHHAUSL	DEPARTMENT MANAGER - ENG	
ALEXANDER GIRALDO	PROJECT SURVEYOR	
ALEXANDER P. PULEIO	STAFF ENGINEER 1	
ALEXANDER S. SCHWEITZER	STAFF DESIGNER 2	
ALEXANDER S. TAFROV	PROJECT DESIGNER 1 - ARCH.	
ALIJAN GHOUS	CADD SUPPORT TECHNICIAN	
ALISON K. AURIEMMO	DISCIPLINE ENGINEER	
ALLAN I. COHEN	SR. PROJECT ENGINEER 2	
AMANDA M. SEIDEL	PROJECT ARCHITECT 2	
AMELIA VEITCH	STAFF ENGINEER 1	
ANDERS N. BRUNELLE	CONSTRUCTION INSPECTOR 3	
ANDREW F. JACKSON	PROJECT ARCHITECT 3	
ANDREW J. GEISLER	STUDENT INTERN	
ANDREW M. MANFREDI	PROJECT ENGINEER 2	
ANDREW S. MARTIN	STUDENT INTERN	
ANDREW T. MARTIN	STAFF DESIGNER 2	
ANDREW W. LAWRENCE	CONSTRUCTION ADMINISTRATOR	
ANGELICA J. APOLINARIS	STAFF ENVIRONMENTAL PLANNER 1	
ANNA MUSIAL	PROJECT DESIGNER 2 - ARCH.	
ANNE MCKENNA	ADMINISTRATIVE SUPPORT PROFESSIONAL	
ANTHONY E. KATHREPTIS, JR.	STAFF ENGINEER 1	
ANTHONY G. MENNONA	SENIOR PROJECT CONTROLS SPECIALIST	
ANTHONY M. TROMBINO	SR. PROJECT ENGINEER 2	
ANTHONY MARMO	STUDENT INTERN	
ANTHONY NOTARO	SR. CONSTRUCTION INSPECTOR 1	
ANTHONY P. FISHER	MARKET DIRECTOR	
ANTHONY SPANTIDAKIS	SR. ENVIRONMENTAL SCIENTIST 1	
ANTHONY T. DAVIS	STUDENT INTERN	
ANTHONY WOONGJIN KIM	SR. PROJECT ENGINEER 2	
ANTONIO J. KASPER	STUDENT INTERN	

Nassau County DPW Rate Schedule 2019

Employee	Job Title	Hourly Rate
CHRISTOPHER W. WRIGHT	SR. PROJECT ENGINEER 1	[redacted]
CLARA D. SIPIC	SR. ADMIN SUPPORT PROFESSIONAL	
COLE A. OSTWALD	STAFF DESIGNER 2	
COLE W. PODOLSKY	PROJECT DESIGNER 2 - ARCH.	
CONNOR A. KURILKO	STAFF ENGINEER 1	
CONSTANCE M. VAVILIS	SR. ENVIRONMENTAL PLANNER	
CORINNE N. JACOBY	MARKETING COORDINATOR	
CORY A. BIERMAN	STAFF ENGINEER 1	
CRYSTAL L. SOUDANT	STAFF DESIGNER 2	
CURTIS A. SCHMIDT	SR. ENVIRONMENTAL SCIENTIST 1	
DANA M. NALLY	STAFF DESIGNER 3	
DANIEL J. AIELLO	PROJECT ENGINEER 2	
DANIELLE A. DRAKE	SR. PROJECT ENGINEER 2	
DANIELLE J. HANSEN	STUDENT INTERN	
DARRIN T. PINHO	CONSTRUCTION INSPECTOR 1	
DAVID A. KIRSHY	STAFF ENGINEER 1	
DAVID A. SHELDON	PROJECT ENGINEER 1	
DAVID J. PACHECO	DIRECTOR OF OPERATIONS	
DAVID K. LEUN	PRACTICE LEADER/MANAGER - ENG	
DAVID L. MAMMINA	DEPUTY MARKET DIRECTOR	
DAVID R. MARSDEN	STAFF SCIENTIST 2	
DEBORAH E. AIELLO	MANAGER OF PROJECT ACCOUNTING	
DEBRA L. MATTINA	DEPARTMENT MANAGER - SCI	
DENNIS A. ROSS	MARKET DIRECTOR	
DENNIS G. LINDSAY	PRACTICE LEADER/MANAGER - ENG	
DENNIS M. KELLEHER	PRINCIPAL MARKET DIRECTOR	
DERRICK K. LUU	PROJECT SCIENTIST 1	
DIONISSIOS KARNESSIS	PROJECT DESIGNER 2 - ARCH.	
DOMINIC K. RAGONE	STAFF ENGINEER 1	
DONALD A. SIOSS	SR. DISCIPLINE ENGINEER	
DONNA M. KOLOKATHIS	SR. PROJECT ACCOUNTANT 2	
DOUGLAS B. MILNE	STAFF SCIENTIST 1	
DREW STEPHENS	FIRE INVESTIGATOR	
DUSTIN J. RIGOS	SR. PROJECT ENGINEER 1	
EDWARD P. STATTEL, JR.	PROJECT ARCHITECT 2	
EIAN TRENKLE	STUDENT INTERN	
ELEFTHERIOS P. IPIOTIS	STAFF ENGINEER 1	
ELENI GIANNAKOPOULOU	STAFF ENGINEER 1	
ERIC C. BUREL	STUDENT INTERN	
ERIC G. MORRA	STAFF DESIGNER 1	
ERIC J. NEILER	SR. ARCHITECT 2	

Nassau County DPW Rate Schedule 2019

Employee	Job Title	Hourly Rate
JAMES J. WILLIAMSON III	SR. PROJECT ENGINEER 2	[redacted]
JAMES L. NERI	DISCIPLINE DIRECTOR	
JAMES LENGYEL	CONSTRUCTION INSPECTOR 2	
JAMES M. VIERLING	PROJECT ENGINEER 1	
JAMES N. BIANCO	BIM SPECIALIST	
JAMES O. BRADY	FIRE INVESTIGATOR	
JAMES W. NEVINS	SAFETY MANAGER	
JANE M. DESIMONE	PROJECT ARCHITECT 3	
JASON BUELL	PROJECT ENGINEER 2	
JASON S. SMITH	SR. ARCHITECT 2	
JASON W. POTOSNAK	PROJECT SCIENTIST 1	
JAY J. MACCHIA	STUDENT INTERN	
JAY T. PISCO	DEPUTY MARKET DIRECTOR	
JEANETTE M. MCIVER	SR. CADD TECHNICIAN	
JEFFREY L. CZAJKA	DISCIPLINE DIRECTOR	
JEFFREY L. JANOTA	CHIEF PLANNER	
JENNA L. PORTEUS	SR. ADMIN SUPPORT PROFESSIONAL	
JENNIFER A. EDWARD	BUSINESS DEVELOPMENT SPECIALIST 1	
JENNIFER A. MAXAM	JUNIOR ACCOUNTANT	
JENNIFER H. GUZMAN	STAFF DESIGNER 2	
JENNIFER RUSU	SR. PROJECT SCIENTIST 2	
JEROLD M. BLUSTEIN	SR. ENVIRONMENTAL SCIENTIST 1	
JESSE E. SCHEINER	STUDENT INTERN	
JESSICA CHIU	STUDENT INTERN	
JESSICA M. ALVES	STAFF ENGINEER 2	
JESSICA N. FREITAG	PROJECT DESIGNER 2 - ARCH.	
JESSICA R. CACCIOPPOLI	STAFF ENGINEER 2	
JOAN B. WORD	PROJECT DOC CONTROL COORDINATOR	
JOANNE E. VITALE-STRASSBURG	ADMINISTRATIVE SUPPORT PROFESSIONAL	
JOANNE VOGEL	PROJECT DESIGNER 2 - ARCH.	
JOEL G. HATCHER	CONSTRUCTION INSPECTOR 3	
JOEL RICHARDSON	DISCIPLINE ENGINEER	
JOHN B. MCCAFFREY	DIRECTOR OF INFORMATION TECHNOLOGY	
JOHN D'AMICO	PROJECT ARCHITECT 3	
JOHN E. GURSKY	SR. SITE PLANNER	
JOHN E. KOZIATEK JR.	PROJECT ENGINEER 1	
JOHN F. PESCE	STUDENT INTERN	
JOHN G. MOMBACH, JR.	PROJECT DESIGNER 3 - ARCH.	
JOHN J. DECIUTIIS	STAFF DESIGNER 2	
JOHN J. PRIANO	COATINGS INSPECTOR 3	
JOHN M. LAHEY	PROJECT ENGINEER 2	

Nassau County DPW Rate Schedule 2019

Employee	Job Title	Hourly Rate
KAITLYN A. GIOIA	STAFF SCIENTIST 2	[redacted]
KAREN W. ROBISON	PRACTICE LEADER/MANAGER - ENG	
KARL W. DAHLEM	SR. WATER PLANT OPERATOR	
KAROL DANOWSKI	STUDENT INTERN	
KATELYN M. IRELAND	STAFF ENGINEER 1	
KATHERINE E. CERNIGLIA	PROJECT ARCHITECT 1	
KATHERINE G. BILELLO	STUDENT INTERN	
KATHERINE M. STONE	PROJECT ARCHITECT 2	
KATIA DUQUE CALAMUSA	SR. DISCIPLINE ENGINEER	
KATRINA N. PACHECO	OFFICE DIRECTOR	
KEITH M. CORDOVA	STAFF DESIGNER 3	
KEITH W. SUMMA	SR. ARCHITECT 3	
KELLY E. GREENFIELD	PROJECT ARCHITECT 2	
KELLY KUPLICKI	PROJECT DESIGNER 1 - ARCH.	
KENNETH A. KELTAI	PRACTICE LEADER/MANAGER - LA	
KENNETH R. GEHRINGER	ASSISTANT STUDIO DIRECTOR	
KENNETH S. CLAUS	SR. WATER PLANT OPERATOR	
KEVIN M. GILDEA	STAFF ENGINEER 2	
KEVIN M. MEDLER	SR. ARCHITECT 2	
KEVIN M. PAUL	STUDIO DIRECTOR	
KEVIN M. TAYLOR	DEPARTMENT MANAGER - SCI	
KEYURI AMIT PATEL	STAFF DESIGNER 3	
KIERAN E. O'SULLIVAN	STAFF ENGINEER 1	
KIERAN SCHNUR	STUDENT INTERN	
KIRSTEN A. JEDD	STAFF SCIENTIST 1	
KRISTEEN COFFEY	PROJECT ACCOUNTING TEAM LEADER	
KRISTEN R. CAPPADONA	PROJECT SCIENTIST 2	
KRISTIN E. LOHR	PROJECT ACCOUNTANT 1	
KYLE P. VANDER SCHUYT	PROJECT SCIENTIST 1	
LAUREN M. VENTEN	STAFF DESIGNER 2	
LAUREN W. STECK	STAFF DESIGNER 3	
LAURICE CARCHI	PROJECT DESIGNER 1 - ARCH.	
LAWRENCE KOH	PROJECT ENGINEER 1	
LAWRENCE M. FEELEY, JR.	SR. ARCHITECT 3	
LESHELLE A. MOCNIAK	PROJECT ARCHITECT 2	
LILY WU	PROJECT SCIENTIST 2	
LINDA M. PRICE	PROJECT DESIGNER 2 - ARCH.	
LINDY PINZON	PROJECT CONTROLS SPECIALIST 2	
LISA D. MAHONEY	SR MARKETING COORDINATOR	
LOREN L. COMPSON	CONSTRUCTION ADMINISTRATOR	
LOUIS P. GIACALONE	PRACTICE LEADER/MGR - ARCH	

Nassau County DPW Rate Schedule 2019

Employee	Job Title	Hourly Rate
MICHAEL J. BONACASA	MARKET DIRECTOR	[redacted]
MICHAEL J. CESTARE	STAFF ENGINEER 1	
MICHAEL J. KEATING	PRACTICE LEADER/MANAGER - ENG	
MICHAEL J. SCHMITZ	ENVIRONMENTAL TECHNICIAN	
MICHAEL N GENTILS	MARKET DIRECTOR	
MICHAEL R. MITCHELL	STAFF DESIGNER 3	
MICHAEL V. CANEDA	PROJECT DESIGNER 2 - ARCH.	
MICHAEL V. DEPIERRO	PROJECT ENGINEER 1	
MICHAEL V. TUMULTY	OFFICE DIRECTOR	
MICHAEL W MCKEOWN	TECHNICAL ADVISOR-ENG.	
MICHAEL W. KEFFER	DISCIPLINE DIRECTOR	
MICHAEL W. LANTIER	DISCIPLINE ENGINEER	
MICHAEL W. WEBER	SR. PROJECT ENGINEER 2	
MICHAELA R. O'BRIEN	STAFF DESIGNER 2	
MOHAMAD A. SAADEGHVAZIRI	SR. PROJECT ENGINEER 2	
MYLES A. TUCKER	STUDENT INTERN	
NADA RADI	STAFF LANDSCAPE ARCHITECT	
NADIA NAIM	STAFF DESIGNER 1	
NATALIE D. BARBER	STAFF ENGINEER 2	
NATHAN D. LOUKS	SENIOR SURVEYOR	
NEHEMIE SOUVERAIN	STAFF DESIGNER 2	
NICHOLAS F. BONO	DISCIPLINE ENGINEER	
NICHOLAS G. HAVERILLA	STAFF SCIENTIST 1	
NICHOLAS J. AMATO	PROJECT DESIGNER 1 - ENG.	
NICHOLAS J. DIGIULIO	STUDENT INTERN	
NICHOLAS PAUMIER	SR. PROJECT ENGINEER 1	
NICOLE M. VENEZIA	PROJECT PLANNER 1	
NIGEL J. WHELAN	SURVEY CREW MEMBER	
NOAH A. WILLIARD	STAFF ENGINEER 1	
NORA G. ZUHOSKI	STAFF ENGINEER 1	
OBED A. MENDOZA	SR CADD TECHNICIAN 1	
OLIVIA N. TSONAS	PROJECT ARCHITECT 2	
OLIVIA R. GOING	STUDENT INTERN	
PANSY CHENG	SR. ARCHITECT 2	
PATRICIA A. BRYANT	PROPOSAL MANAGER	
PATRICIA A. DELCOL	DEPUTY MARKET DIRECTOR	
PATRICIA C. BIANCHINI	ADMINISTRATIVE SUPPORT PROFESSIONAL	
PATRICIA L. DOUGHERTY	PROJECT DESIGNER 3 - ARCH.	
PATRICK D. KELAHAN	FORENSIC MARKET STRATEGIST	
PATRICK K. COLE	DEPUTY MARKET DIRECTOR	
PATRICK O. STONE	PROJECT ARCHITECT 2	

Nassau County DPW Rate Schedule 2019

Employee	Job Title	Hourly Rate
RYAN C. CORTAZZO	STUDENT INTERN	[redacted]
RYAN P. ROTTNER	EVIDENCE TECHNICIAN	
SABATO J. CAPONI	SR. CONSTRUCTION INSPECTOR 1	
SAIFUDDIN SAIFUDDIN	SR. PROJECT ENGINEER 2	
SAMANTHA R. ROTH	STUDENT INTERN	
SANDRA L. VOLLBRACHT	FACILITY SUPPORT ADMINISTRATOR	
SARA M. SABATINO	ADMINISTRATIVE SUPPORT PROFESSIONAL	
SARA S. WEINBERG	PROJECT ARCHITECT 2	
SARAH M. GOLDEN	STAFF ENGINEER 1	
SARAH N. MONASTERO	STAFF ENGINEER 1	
SAVERIO J. BELFIORE	STUDIO DIRECTOR	
SCHYLER E. DARESTA	STUDENT INTERN	
SCOTT D. LEHN	DEPARTMENT MANAGER - ENG	
SEAN F. PETERS	STAFF ENGINEER 1	
SEAN P. CALLAHAN	DISCIPLINE ENGINEER	
SEAN T. HOFFMAN	SR. DISCIPLINE ENGINEER	
SERGIO GONZALEZ	PROJECT ARCHITECT 3	
SHARON NORTON REMMER	SR PROJECT ENTITLEMENT SPECIALIST 2	
SIYI ZHANG	PROJECT ENGINEER 1	
SONYA Y. WARD	SR. ENVIRONMENTAL SCIENTIST 2	
SPYRIDON BAZIGOS	SR. ARCHITECT 2	
STANLEY MUI	GRAPHIC DESIGNER 2	
STEFAN D. REISS	CONSTRUCTION ADMINISTRATOR	
STEPHAN UNGAR	STUDENT INTERN	
STEPHANIE L. DECOTIIS	SR. PROJECT ENGINEER 2	
STEPHEN G. MITCHELL	SR. ARCHITECT 2	
STEVEN C. HEARL	PRACTICE LEADER/MANAGER - ENG	
STEVEN J. HYMAN	PRINCIPAL OFFICE DIRECTOR	
STEVEN L. MIRRA	PROJECT ENGINEER 1	
STEVEN M. MCEVOY	SR. PROJECT ENGINEER 1	
STEVEN P. RENNA	RESIDENT ENGINEER	
SUHANI GANDHI	SR. ARCHITECT 1	
SUI Y LEONG	DEPUTY DIVISION DIRECTOR	
SUJATA PAL	PROJECT ENGINEER 2	
SURAJ KUMAR	STAFF ENGINEER 2	
SUSAN L JANNACE	SR. ADMIN SUPPORT PROFESSIONAL	
SVETLANA Y. FISHER	PROJECT ENGINEER 1	
SWAPNIL P. BAROT	STAFF ENGINEER 1	
SYED ABBAS TURAB	FIELD SUPERVISOR - CONSTRUCTION	
SYED TALHA KIRMANI	PROJECT DESIGNER 1 - ARCH.	
TAMARA S. THORPE	ACCOUNTS RECEIVABLE SPECIALIST 2	

Nassau County DPW Rate Schedule 2019

Employee	Job Title	Hourly Rate
ZACHARY KOCAJ	STUDENT INTERN	[redacted]
ZEKE H. FELDMAN	STUDENT INTERN	

Please Note:
1. When employees are part of the survey crew working on projects where we are required to pay NYS prevailing wage rates, we pay the employee the prevailing wage rate or the hourly rate, whichever is greater.

H:\Data\CustomReports\HR\Employee Rate Schedules\BST\PayrollRoster.rpt

CSM Engineering Hourly Rates
RFP# PW-B90406-01D, On-Call Building Design

Staff	Title	Hourly Rate
Ronald Bloom	MEP Inspector	[redacted]
Ludivico Fraga	Civil Architectural Inspector	

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   Richard Humann P.E, CEO (Name)

   538 Broad Hollow Road Melville NY 11747 (Address)

   631 756-8000 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

unqualified by the County Firm shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Firm must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Sub-consultants by the County Firm must also be included with the Best Effort Documentation

i. County Firms may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Firm.

As used in this Appendix EE, the term "Sub-consultant" shall mean a person or firm who performs part or parts of the contracted work of a prime Firm providing services, including construction services, to the County pursuant to a county contract. Sub-consultant shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime Firm that are necessary for the prime Firm to fulfill its obligations to provide services to the County pursuant to a county contract. Sub-consultant shall not include a supplier of materials to a Firm who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a Firm, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring Firms to retain or submit documentation of best efforts to utilize certified Sub-consultants and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

06.14.2021
Dated

Signature of Chief Executive Officer

Richard Humann PE, CEO
Name of Chief Executive Officer

Sworn to before me this
14th day of June, ~~2019~~ 2021.

Notary Public

SUSAN L. JANNACE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA4982483
Qualified in Suffolk County
Commission Expires June 03, 2023

7. Compliance with Law.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.



Signature

Dennis Kelleher, PE, Executive V.P.

Printed Name and Title

6.14.21

Date

Certified: --

E-26-26

FILED BY THE CLERK OF THE NASSAU COUNTY LEGISLATURE FEBRUARY 17, 2026 3:36PM

NIFS ID: CFPW26000001

Capital: **X**

Contract ID #: **CFPW26000001**

NIFS Entry Date: **01/02/2026**

DPW Contract Number: **B90625-02D**

Department: Public Works

Service: **Asbestos & Lead Design & Monitoring Services B90625-02D**

Term: **Shall terminate two years from the date the Agreement is Executed by the County with optional 2-year extension. Services may be extended beyond Contract termination date for payment purposes and completion of Services Commenced prior to termination date.**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **J.C. Broderick & Associates, Inc.**	ID#:**113437849**
Main Address: **1775 Expressway Dr N Hauppauge, NY 11788**	
Main Contact: **Edward McGuire**	
Main Phone: **(631) 584-5492**	

Department:
Contact Name: **Robert Exner**
Address: **NCDPW** **1194 Prospect Avenue** **Westbury NY**
Phone: **(516) 571-6919**
Email: **rexner@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,cpetrucci@nassaucountyny.gov**

Contract Summary

Purpose: This is an agreement for asbestos/lead design & monitoring services at various County facilities. Federal and State laws require immediate corrective measures in instances where asbestos or lead containing building materials are disturbed or requires removal. These services include various testing services. These testing services covered under this agreement is a component of the County's asbestos abatement program which requires 3rd party independent project monitoring on asbestos/lead abatement projects.

Procurement History: The Request for Proposals (RFP) was advertised on April 18, 2025. The technical proposals were received from eleven (11) firms on May 16, 2025. The qualifications and technical proposals from all firms were reviewed and rated by the

Technical Committee comprised of Douglas Tuman, Deputy Commissioner, Valient Yeung, Architect III and Robert Exner, Environmental Specialist III. Based on the ratings and the review of cost proposals from top four rated firms, J.C. Broderick & Associates was selected based on the highest technical ranking and the lowest cost.

Description of General Provisions: This is a two (2) year agreement with an option for a two (2) year extension. Services may be extended beyond Contract termination date for payment purposes and completion of Services Commenced prior to termination date.

Impact on Funding / Price Analysis: The primary funding source for this contract is provided by Capital Project 90625 (Asbestos-Lead Abatement at Various County Facilities). Project specific funding sources may also be utilized to fund this contract, maximum amount capped at $1,000,00.00; current encumbrance is $100,000.00.

Change in Contract from Prior Procurement: New Procurement.

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: PW-B90625-02D

Advertised On: 04/18/2025

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 05/16/2025

Number of proposals received: 11

Evaluation Committee members: Douglas Tuman, Deputy Commissioner, Valient Yeung, Architect III and Robert Exner, Environmental Specialist III.

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 90625 010	01	$100,000.00
Project Number 90625 Project Detail 010								
						TOTAL		**$100,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$100,000.00
Other	$0.00
Total	**$100,000.00**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	01/05/2026 12:06PM	Approved
NIFS Final Approval	Christopher Yansick	01/06/2026 08:18AM	Approved
Final Approval	Christopher Yansick	01/06/2026 08:18AM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	01/06/2026 08:24AM	Approved
Final Approval	Christopher Yansick	01/06/2026 08:24AM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	01/06/2026 08:45AM	Approved
Approval as to Form	Julie Silverstein	01/06/2026 05:59PM	Approved
NIFS Approval	Mary Nori	02/02/2026 02:06PM	Approved
Final Approval	Mary Nori	02/02/2026 02:06PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	01/06/2026 09:37AM	Approved
NIFA Approval	Christopher Nolan	01/30/2026 03:42PM	Approved
Final Approval	Christopher Nolan	01/30/2026 03:42PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	02/02/2026 02:43PM	Approved
DCE Compliance Approval	Robert Cleary	02/10/2026 05:49PM	Approved
Vertical DCE Approval	Arthur Walsh	02/17/2026 02:35PM	Approved
Final Approval	Arthur Walsh	02/17/2026 02:35PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	02/17/2026 03:29PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2025

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND J.C. BRODERICK & ASSOCIATES, INC.

WHEREAS, the County has negotiated a personal services agreement with J.C. Broderick & Associates, Inc., to provide Asbestos / Lead Design & Monitoring Services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with J.C. Broderick & Associates, Inc.

CONTRACT FOR SERVICES
ASBESTOS / LEAD DESIGN & MONITORING SERVICES
AGREEMENT NO. B90625-02D

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and J.C. Broderick & Associates, Inc. ("a consulting engineering firm"), having its principal address at 1775 Expressway Drive North, Hauppauge NY, 11788 (the "Firm" or the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Term**.
   a) The term of this Agreement shall commence upon the date on which this Agreement is executed by the County (the "Commencement Date") and shall terminate two (2) years from the Commencement Date ("Expiration date") unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for an additional two (2) years (the "Renewal Term"), for a possible total term of four (4) years subject to the County's right of early termination as provided in the contract.
   b) The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.
   c) Services may be extended beyond the Contract termination date for payment purposes of completed Services and completion of Services commenced prior to the termination date.

2) **Services**.
   a) The services and scope of work to be provided by the Contractor under this Agreement shall consist of but are not limited to: Asbestos / Lead Design & Monitoring Services at various County facilities, as determined by the Department (the "Services"). The specific work divisions and deliverables related to this project are described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as **Exhibit "A."**

b) Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.
c) Additional services / Additional Reimbursables are included as **Exhibit "B."**

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed One Million ($1,000,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as set forth in the "Payment Schedule" attached hereto and made part hereof as **Exhibit "C."**

(b) **Partial Encumbrance**. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be One Hundred Thousand ($100,000.00) DOLLARS. Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) **Timing of Payment Claims**. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(e) **No Duplication of Payments**. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.

(f) **Payments in Connection with Termination or Notice of Termination**. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has receive. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

5) **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6) No Arrears, Default and/or Claims. The Contractor represents it is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law**.

(a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.

(b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the

"Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

9) **Disclosure of Conflicts of Interest**. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

10) **Nassau County Living Wage Law**. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
    a) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
    b) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
    c) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:
    a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
    b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

12) **Minimum Service Standards**. Regardless of whether required by Law:
a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.
c) The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) Right to Works/Ownership of Work Product/Copyright.
a) Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non -exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.
b) The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.
c) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.
d) Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components

thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

e) the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

f) The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality**.

a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

b) Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

c) If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

d) **Data Protection**. Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform

under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

e) The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

a) Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

b) The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

c) The Contractor shall and shall cause all of Contractor's Agent(s) to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.

d) In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

e) **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and

performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

f) The provisions of this Section shall survive the termination of this Agreement.

16) **Insurance.**

a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or

cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

17) **Assignment; Amendment; Waiver; Subcontracting**.

a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

b) The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

c) The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **Termination**.

a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

b) As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

c) By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this

Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

d) **Contractor Assistance Upon Termination**. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19) **Accounting Procedures; Records.**

a) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

20) **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

21) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22) **Data Breach**:

a) Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
   i) Date and time of the breach;
   ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
   iii) The nature and extent of the breach;
   iv) The Contractor's proposed plan to investigate and remediate the breach.

b) Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

c) The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

d) The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) **Consent to Jurisdiction and Venue; Governing Law**. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

24) **Notice**s. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:

a) in writing to the above referenced addresses and in compliance with the below,
b) delivered or sent
   i) by hand delivery, evidenced by a signed, dated receipt,
   ii) postage prepaid via certified mail, return receipt requested, or
   iii) overnight delivery via a nationally recognized courier service,

iv) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and
   (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
   (2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
   (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
   (4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

25) **All Legal Provisions Deemed Included; Severability; Supremacy**.
   a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
   b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
   c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
   d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

26) **Section and Other Headings**. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27) **Administrative Service Charge**. The Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

28) **Executory Clause**. Notwithstanding any other provision of this Agreement:
   a) **Approval and Execution**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:
      i) all County approvals have been obtained, including, if required, approval by the County Legislature, and
      ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
   b) **Availability of Funds**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

29) **Entire Agreement**. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) Force Majeure. Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

32) **Participation By Political Subdivisions, "PIGGY BACKING" :** The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, … as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein….." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

VENDOR NAME
J.C. Broderick & Associates

By: _____

Name: Edward J. McGuire III

Title: President

Date: 11/14/2025

NASSAU COUNTY

By: _____

Name: _____

Title:
____, County Executive
(or) ___, Chief Deputy County Executive
(or) ___, Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 14th day of Nov. in the year 25 before me personally came EDWARD McGUIRE to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County o[redacted] that he ~~or she~~ is the President of J. C. Broderick & Assoc., Inc, the corporation described herein and which executed the above instrument; and that he ~~or she~~ signed his ~~or her~~ name thereto by authority of the board of directors of said corporation.

STEVEN W. MULLER
Notary Public, State of New York
No. 01MU5082817
Qualified in Nassau and Suffolk Counties
Commission Expires July 28, 2029

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT A

DETAILED SCOPE OF SERVICES

A. Basic services:

The basic services to be provided by the Firm under this Agreement consist of Asbestos/Lead Design and Monitoring Services at various County facilities, as determined by the Department. The Firm will be responsible for obtaining all required approvals, permits, certifications and clearances from all appropriate Federal, State and local authorities, if any, necessary to complete the Services. The Firm shall perform the Services in compliance with all regulatory requirements and in a manner which protects the health and well being of occupants and the general public at the various County facilities it performs said Services. The following tasks shall be performed by licensed and certified individuals.

(i) Survey, bulk sampling, inspection, investigation, and report preparation for removal or design for removal of Asbestos Containing Materials (ACM) and Lead Containing Material (LCM) for various County facilities.

(ii) Assess hazards posed by the presence of ACM/LCM and recommended appropriate response actions.

(iii) Plan the scope, timing, phasing, and remediation methods to be utilized on ACM/LCM abatement projects.

(iv) Oversee the scope, timing, phasing, and remediation methods to be utilized on ACM/LCM abatement projects.

(v) Provide comprehensive reports detailing monitoring activities at the conclusion of all asbestos/lead abatement projects.

B. **Inspection Services** (Item 1 on Exhibit "C" Payment Schedule)

(i) The Contractor shall survey, investigate, identify, and assess the condition of asbestos containing materials (ACM) and lead containing materials (LCM).

(ii) The Contractor shall collect bulk samples of suspect ACM and LCM for Laboratory analysis; photograph and/or sketch surveyed locations; and provide any and all additional information required by the New York State Department of Labor.

(iii) The Contractor shall provide such records and reports encompassing the materials inspected, sampled and tested. The records and reports shall be furnished upon the completion of each activity.

(iv) The Contractor will be required to initiate a chain of custody for any sample taken and turned over to the laboratory (EMSL Analytical) personnel. The Contractor is also responsible for providing the necessary sampling media to perform these testing

services.

(v) The Contractor shall provide an asbestos inspector who shall be responsible for asbestos survey investigations and the collection of bulk samples. Such inspector shall possess New York State Department of Labor Asbestos Inspector license certifications.

C. **Design Services** (Item 2 on Exhibit "C" Payment Schedule)

(i) The Contractor shall plan the scope, timing, phasing and remediation methods to be utilized on abatement projects.

(ii) The Contractor shall prepare the technical documents (drawings and specifications) which describe the scope and requirements of the project and such documents shall be prepared by a New York State Department of Labor Certified Project Designer. Please note that should the magnitude of the project require construction documents (plans specifications) suitable for public bidding, the Firm will be required to have a professional engineer review and certify the construction documents prior to bidding.

(iii) The Contractor shall prepare cost estimates for the proposed abatement activities.

(iv) The Contractor shall meet with representatives of the County as required to address all issues associated with asbestos and lead abatement project(s).

(v) The Contractor shall provide an Asbestos Project Designer, who shall be responsible for the complete design of asbestos projects. This Project Designer shall possess New York State Department of Labor Asbestos Designer license certifications.

D**. Project Monitoring and Air Sampling Services** (Item 3 & 4 on Exhibit "C" Payment Schedule)

(i) The Contractor shall oversee the scope, timing, phasing and remediation methods being utilized on the asbestos and lead abatement projects and shall ensure that the design is properly implemented.

(ii) The Contractor shall attend construction meetings with the abatement Contractor's representative(s) in order to provide the County with schedules for completion of abatement activities, and resolve any problems encountered during abatement activities.

(iii) The Contractor shall perform air sampling within and outside the abatement work areas prior to, during, and after the abatement activities, as required.

(iv) The Contractor shall prepare comprehensive reports detailing the results of the abatement activities, air monitoring and sample analysis, including test and analysis results.

(v) The Contractor shall advise the County as to the effectiveness of the abatement's Contractor's work practices.

(vi) In the event the County contracts separately for the actual asbestos and lead abatement services, the Contractor will be required to inspect and monitor the abatement contractor's activities.

(vii) The contractor will be required to initiate a chain of custody for any sample taken during the monitoring of abatement activities and turned over to the laboratory (EMSL Analytical) personnel. The Contractor is also responsible for providing the necessary sampling media to perform these testing services.

(viii) The Contractor shall provide an asbestos air sampling technician/project monitor, who shall be responsible for air sampling and site monitoring. This technician/project monitor shall possess a New York State Department of Labor license certification for Air Sampling Technician/Project Monitor.

E. **Management Services** (Item 5 on Exhibit "C" Payment Schedule)

(i) The Project Manager shall be responsible for survey and reports; review of Contractor and Abatement Contractor documents; design of projects; final compliance reports; and management of field staff.

F. **QA/QC Principal Services** (Item 6 on Exhibit "C" Payment Schedule)

(i) The QA/QC Principal shall be responsible for executive meetings and employee performances.

Exhibit "B"
Additional Reimbursables

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site(s), including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

EXHIBIT "C"

PAYMENT SCHEDULE

Payment to the Firm for all Services as outlined in Exhibit A, including any Extra Services that may be authorized under this Agreement, shall be made in accordance with Section 3 of this Agreement and as further described below.

:

1. Services

(a) Payment to the Firm for all Services under this agreement shall be made monthly in arrears, based on actual hours worked at the hourly rates set forth below, for the personnel engaged in performing said Services. Notwithstanding the foregoing, the Maximum Amount to be paid to the Firm for Services under this Agreement, including any Extra Services that may so be authorized, shall not exceed One Million Dollars ($1,000,000.00). Compensation, payable as follows:

Item

*(1) For **Inspection Services**, the Contractor shall be paid*

Maximum Hourly Rate $110.70 Dollars per hour:
Based on Maximum Hourly Bid Rate of $41.00 x 2.7 multiplier

*(2) For **Design Services**, the Contractor shall be paid*

Maximum Hourly Rate $50.00 Dollars per hour:
Based on Maximum Hourly Bid Rate of $20.00 x 2.5 multiplier

*(3) For **Air Sampling Services**, the Contractor shall be paid*

Maximum Hourly Rate $50.00 Dollars per hour:
Based on Maximum Hourly Bid Rate of $20.00 x 2.5 multiplier

*(4) For **Project Monitoring Services**, the Contractor shall be paid*

Maximum Hourly Rate $110.70 Dollars per hour:
Based on Maximum Hourly Bid Rate of $41.0 x 2.7 multiplier

*(5) For **Management Services**, the Contractor shall be paid*

Maximum Hourly Rate $175.50 Dollars per hour:
Based on Maximum Hourly Bid Rate of $65.00 x 2.7 multiplier

*(6) For **QA/QC Principal Services**, the Contractor shall be paid*

Maximum Hourly Rate $50.00 Dollars per hour:
Based on Maximum Hourly Bid Rate of $20.00 x 2.5 multiplier

- **All wage rates indicated on the cost proposal shall be commensurate with the assigned personnel wage rates.**

(b) Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm. The Firm shall be reimbursed by the actual cost of the fees of the subcontractor as approved by the County.

2. Vouchers for Services performed, including any Extra Services that may be authorized under this Agreement, shall be submitted monthly accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked, and total compensation earned. All Vouchers for compensation shall be made upon forms satisfactory to the County. Review, approval and audit of the Voucher by the Department, and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but

is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid

documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(b) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(c) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(e) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(f) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(g) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(h) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed

Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(i) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(j) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(k) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(l) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(m) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days

(30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(n) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Brendan Broderick (Name)

[redacted] (Address)

631.831.0560 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ (HAS) __X__ (HAS NOT) not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____
_____
_____
_____
_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ (HAS) __X__ (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____
_____
_____
_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

11/14/2025

Dated

Signature of Chief Executive Officer

Brendan Broderick

Name of Chief Executive Officer

Sworn to before me this

14th day of November, 2025.

Notary Public

STEVEN W. MULLER
Notary Public, State of New York
No. 01MU5082817
Qualified in Nassau and Suffolk Counties
Commission Expires July 28, 2029

Non-Disclosure Agreement (NDA)
(If Applicable)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of this ___ day of _____, 20__ by and between the County of Nassau acting by and through its Department of _____ ("Disclosing Party" or "County") and _____ ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into Nassau County contract number _____, for _____("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.
The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.

(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.

(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:

(i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;

(ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;

(ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;

(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;

(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;

(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b)The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.
The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: J.C. Broderick & Associates, Inc.

By: _____
Name: Edward J. McGuire III
Title: President
Date: 11/14/2025

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

Confidentiality Agreement
(If applicable)

I _____ (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other _____ of the Contractor _____ (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to cybersecurity consulting services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.

_____

(Individual's Signature)

_____

(Individual's Printed Name)

_____

(Entity for which Individual is an employee or agent)

_____

(Date)

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: J.C. Broderick & Associates, Inc.

2. Amount requiring NIFA approval: $1,000,000.00

Amount to be encumbered: $100,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to Shall terminate two years from the date the Agreement is Executed by the County with optional 2-year extension. Services may be extended beyond Contract termination date for payment purposes and completion of Services Commenced prior to termination date.

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)	X	Other	

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an agreement for asbestos/lead design & monitoring services at various County facilities. Federal and State laws require immediate corrective measures in instances where asbestos or lead containing building materials are disturbed or requires removal. These services include various testing services. These testing services covered under this agreement is a component of the County's asbestos abatement program which requires 3rd party independent project monitoring on asbestos/lead abatement projects.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 01/30/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Brendan Broderick state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: J.C. Broderick & Associates, Inc.

Vendor's Address: 1775 Expressway Dr N Hauppauge NY US 11788

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 09/25/2025 08:48:28 am

Lobbyist Registration and Disclosure Form: 09/05/2025 09:50:01 am

Business History Form certified: 11/19/2025 08:56:37 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 11/03/2025 08:59:21 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Brendan Broderick [BBRODERICK@JCBRODERICK.COM]
Date Certified	09/25/2025 08:47:29 am

I, Brendan Broderick hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Brendan Broderick BBRODERICK@JCBRODERICK.COM

Name

Owner

Title

J.C. Broderick & Associates, Inc.

Name of Submitting Entity

11/19/2025 11:54:42 am

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 11/15/2025

1) Proposer's Legal Name: J.C. Broderick & Associates, Inc.

2) Address of Place of Business: 1775 Expressway Dr N

City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788

Country: US

3) Mailing Address (if different): not applicable

City: not applicable State/Province/ Territory: Zip/Postal Code:

Country:

Phone: (631) 584-5492

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

A policy put in place that any new hire or professional relationship entered into by J.C. Broderick will include a determination of the parties relationship with Nassau County or Nassau County Employees.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

06/06/1998

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Brendan Broderick - Principal [redacted]

First Name	Brendan				
Last Name	Broderick				
MI		Suffix			
Address	1775 Express Dr N				
City	Hauppauge	State/Province/ Territory	NY	Zip/Postal Code	11788
Country	US				
Position	President				

iii) Name, address and position of all officers and directors of the company. If none, explain.

Brendan Broderick is sole owner of J.C. Broderick, Inc.

First Name	Brendan				
Last Name	Broderick				
MI		Suffix			
Address	1775 Express Dr N				
City	Hauppauge	State/Province/ Territory	NY	Zip/ Postal Code	11788
Country	US				
Position	President				

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

70

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Not applicable

viii) Copies of all state and local licenses and permits.

8 File(s) uploaded: JC Broderick - Insurance and Certifications 11.23.pdf, JC Broderick - Insurance and Certifications 2021.pdf, JC Broderick - Insurance and Certifications 9.22.pdf, JC Broderick - Insurance and Certifications.pdf, JC Broderick Licenses Certifications and Insurance 2025 11.13.25.pdf, JC Broderick Licenses Certifications and Insurance 2025 11.3.25.pdf, JC Broderick Licenses Certifications and Insurance 2025.pdf, JC Broderick Licenses Certifications and Insurance with Contract Reference 2025 11.19.25.pdf

B. Indicate number of years in business.

27

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Not Applicable

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Jericho Union Free School District		
Contact Person	Mr. Michael Hahn		
Address	99 Cedar Swamp Road		
City	Jericho	State/Province/Territory	NY
Country	US		
Telephone	(516) 203-3600		
Fax #			
E-Mail Address	mhahn@jerichoschools.org		

Company	Port Washington Union Free School District		
Contact Person	Mr. Brian Graham		
Address	100 Campus Drive		
City	Port Washington	State/Province/Territory	NY
Country	US		
Telephone	(516) 767-5011		
Fax #			
E-Mail Address	bgraham@portnet.k12.ny.us		

Company	Seaford Union Free School District		
Contact Person	Mr. Russ Costa		
Address	1600 Washington Avenue		
City	Seaford	State/Province/Territory	NY
Country	US		
Telephone	(516) 592-4004		
Fax #			
E-Mail Address	rcosta@seaford.k12.ny.us		

I, Brendan Broderick , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Brendan Broderick , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: J.C. Broderick & Associates, Inc.

Electronically signed and certified at the date and time indicated by:
Brendan Broderick BBRODERICK@JCBRODERICK.COM

Owner
Title

11/19/2025 08:56:37 am
Date

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

J.C. Broderick & Associates Inc.
1775 Expressway Drive No., Hauppauge, NY, 11788

License Number: 28731
License Class: RESTRICTED
Date of Issue: 04/15/2025
Expiration Date: 05/31/2026
Duly Authorized Representative: Edward McGuire

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

Name	Certification	Expiration Month	Expiration Year	Certificate#
Andrew Schreck	Air Sampling Technician	09 September	2026	
Andrew Schreck	Inspector	09 September	2026	
Andrew Talushllari	Air Sampling Technician	06 June	2026	
Andy Carbajal	Air Sampling Technician	10 October	2026	
Andy Carbajal	Project Monitor	10 October	2026	
Andy Carbajal	Inspector	10 October	2026	
Angela Lee	Project Monitor	08 August	2026	
Angela Lee	Air Sampling Technician	08 August	2026	
Annosha Mubasher	Project Monitor	05 May	2026	
Annosha Mubasher	Air Sampling Technician	05 May	2026	
Anthony Lombardo	Air Sampling Technician	06 June	2026	
Anthony Lombardo	Project Monitor	06 June	2026	
Anthony Lombardo	Management Planner	06 June	2026	
Anthony Lombardo	Inspector	06 June	2026	
Araceli Ponce	Air Sampling Technician	07 July	2026	
Asim Razzaq	Air Sampling Technician	09 September	2026	
Babatunde Adebayo	Air Sampling Technician	09 September	2026	
Babatunde Adebayo	Inspector	09 September	2026	
Berzhan Shababi Shad	Air Sampling Technician	01 January	2026	
Blake Abrenica	Air Sampling Technician	08 August	2026	
Brandon Maler	Air Sampling Technician	06 june	2026	
Brian Bunone	Inspector	02 February	2027	
Brian Bunone	Air Sampling Technician	02 February	2027	
Brijesh Savani	Air Sampling Technician	03 March	2026	
Bryan Ezelius	Project Designer	08 August	2026	
Bryan Ezelius	Inspector	08 August	2026	
Bryan Ezelius	Air Sampling Technician	08 August	2026	
Bryan Ezelius	Project Monitor	08 August	2026	
Bryan Ezelius	Management Planner	08 August	2026	
Cara Nilsen	Air Sampling Technician	09 September	2026	
Claire Koscinski	Air Sampling Technician	02 February	2026	
Connor Wong	Air Sampling Technician	10 October	2026	
Conor Casswell	Project Monitor	06 June	2026	
Conor Casswell	Air Sampling Technician	06 June	2026	
Daniel Beck	Air Sampling Technician	07 July	2026	
Daniel Corcoran	Air Sampling Technician	02 February	2027	
Daniel Corcoran	Project Monitor	02 February	2027	
Daniel Dore	Air Sampling Technician	07 July	2026	
Daniel Dore	Project Monitor	07 July	2026	
Daniel Smalls	Air Sampling Technician	02 February	2026	
Daniel Smalls	Project Monitor	02 February	2026	
Daniel Smalls	Inspector	02 February	2026	
Daniel Wong	Air Sampling Technician	02 February	2026	
Danielle Dockery	Air Sampling Technician	09 September	2026	
Danielle Dockery	Inspector	09 September	2026	
Darley Zephirin	Air Sampling Technician	03 March	2026	
Darwin Esteban	Air Sampling Technician	02 February	2026	
Donald Wallace	Contractor Supervisor	07 July	2026	
Drake Eggleston	Air Sampling Technician	08 August	2026	
Edward McGuire	Project Monitor	09 September	2026	

Name	Certification	Expiration Month	Expiration Year	Certificate#
Edward McGuire	Project Designer	09 September	2026	[redacted]
Edward McGuire	Contractor Supervisor	09 September	2026	
Edward McGuire	Management Planner	09 September	2026	
Edward McGuire	Inspector	09 September	2026	
Elena Coupe	Air Sampling Technician	06 June	2026	
Eric Zheng	Air Sampling Technician	07 July	2026	
Erika Wilson	Air Sampling Technician	06 June	2026	
Erika Wilson	Project Monitor	06 June	2026	
Erin Todzia	Inspector	04 April	2026	
Erin Todzia	Project Monitor	04 April	2026	
Erin Todzia	Air Sampling Technician	04 April	2026	
Erin Todzia	Management Planner	04 April	2026	
Faizan Sheikh	Air Sampling Technician	05 May	2026	
Fiona Yuan	Air Sampling Technician	04 April	2026	
Fiona Yuan	Project Monitor	04 April	2026	
Francisco Castillo	Air Sampling Technician	01 January	2027	
Frank Scagluso Jr.	Project Monitor	09 September	2026	
Gardy Ilderice	Air Sampling Technician	01 January	2027	
Gardy Ilderice	Project Monitor	01 January	2027	
Harsh Patel	Air Sampling Technician	06 June	2026	
Iker Jara	Project Monitor	08 August	2026	
Iker Jara	Air Sampling Technician	08 August	2026	
Jackson Esposito	Air Sampling Technician	08 August	2026	
Jacky Chen	Air Sampling Technician	01 January	2026	
Jacky Chen	Project Monitor	01 January	2026	
Jaeleen Ventura	Air Sampling Technician	09 September	2026	
Jarett Boniface	Inspector	10 October	2026	
Jarett Boniface	Air Sampling Technician	10 October	2026	
Jarett Boniface	Project Monitor	10 October	2026	
Jason Jiang	Air Sampling Technician	07 July	2026	
Jeevan George	Project Monitor	04 April	2026	
Jeevan George	Air Sampling Technician	04 April	2026	
Jelili Okunola	Air Sampling Technician	06 June	2026	
Jelili Okunola	Inspector	06 June	2026	
Jessica McIlree	Air Sampling Technician	01 January	2026	
Jocelyn Ruiz	Air Sampling Technician	04 April	2026	
John Woram	Project Monitor	08 August	2026	
John Woram	Inspector	08 August	2026	
John Woram	Air Sampling Technician	08 August	2026	
Jordan Miglino	Inspector	05 May	2026	
Jordan Miglino	Project Monitor	05 May	2026	
Jordan Miglino	Air Sampling Technician	05 May	2026	
Joseph Dolce	Air Sampling Technician	04 April	2026	
Joseph Dolce	Project Monitor	04 April	2026	
Justin Wang	Air Sampling Technician	03 March	2026	
Kairan Zhang	Project Monitor	01 January	2027	
Kairan Zhang	Air Sampling Technician	01 January	2027	
Kaitlyn Lee	Air Sampling Technician	04 April	2026	
Katarina Siafakas	Project Monitor	09 September	2026	
Katarina Siafakas	Air Sampling Technician	09 September	2026	

Name	Certification	Expiration Month	Expiration Year	Certificate#
Katarina Siafakas	Inspector	09 September	2026	
Kenneth Fuentes	Air Sampling Technician	05 May	2026	
Kenneth Fuentes	Inspector	05 May	2026	
Kyle Yeung	Project Monitor	02 February	2026	
Kyle Yeung	Air Sampling Technician	02 February	2026	
Lexi Farwell	Air Sampling Technician	06 June	2026	
Lijo Manthanathu Varughese	Air Sampling Technician	06 June	2026	
Luca Lopez	Air Sampling Technician	06 June	2026	
Maisha Yaseen	Air Sampling Technician	01 January	2026	
Maisha Yaseen	Inspector	01 January	2026	
Marie Lisa E Cillin	Air Sampling Technician	10 October	2026	
Matthew Martin	Inspector	05 May	2026	
Matthew Martin	Project Monitor	05 May	2026	
Matthew Martin	Air Sampling Technician	05 May	2026	
Meghan Gwynn	Inspector	04 April	2026	
Meghan Gwynn	Management Planner	04 April	2026	
Meghan Gwynn	Air Sampling Technician	04 April	2026	
Meghan Gwynn	Project Monitor	04 April	2026	
Michael Malanga	Inspector	07 July	2026	
Michael Zaslavsky	Air Sampling Technician	08 August	2026	
Mohamed Khalil El Hachimi	Project Monitor	03 March	2026	
Mohamed Khalil El Hachimi	Air Sampling Technician	03 March	2026	
Molly Miller	Project Monitor	01 January	2026	
Molly Miller	Air Sampling Technician	01 January	2026	
Molly Miller	Inspector	01 January	2026	
Morgan John	Air Sampling Technician	04 April	2026	
Nicholas Scaletta	Air Sampling Technician	02 February	2026	
Nourah Sherif-Al	Project Monitor	04 April	2026	
Nourah Sherif-Ali	Air Sampling Technician	04 April	2026	
Paul Fazio	Air Sampling Technician	09 September	2026	
Paul Fazio	Project Monitor	09 September	2026	
Paul Fazio	Inspector	09 September	2026	
Paul Fazio	Management Planner	09 September	2026	
Paul Fazio	Project Designer	09 September	2026	
Prajwol Shrestha	Air Sampling Technician	01 January	2026	
Quinlan Crossley	Inspector	01 January	2026	
Quinlan Crossley	Project Monitor	01 January	2026	
Quinlan Crossley	Air Sampling Technician	01 January	2026	
Raul Ramdeholl	Air Sampling Technician	02 February	2026	
Raul Ramdeholl	Project Monitor	02 February	2026	
Raul Ramdeholl	Inspector	02 February	2026	
Robert Manzella	Project Designer	03 March	2026	
Robert Manzella	Investigator	03 March	2026	
Robert Manzella	Inspector	03 March	2026	
Robert Manzella	Air Sampling Technician	03 March	2026	
Robert Manzella	Project Monitor	03 March	2026	
Robert Milinis	Inspector	06 June	2026	
Robert Milinis	Air Sampling Technician	06 June	2026	
Robert Milinis	Project Monitor	06 June	2026	
Ryan Eid	Investigator	10 October	2026	

Name	Certification	Expiration Month	Expiration Year	Certificate#
Ryan Lin	Air Sampling Technician	05 May	2026	[redacted]
Rylee Brower	Project Monitor	08 August	2026	
Rylee Brower	Air Sampling Technician	08 August	2026	
Sarandeep Singh	Project Monitor	01 January	2026	
Siena Bitetto	Air Sampling Technician	06 June	2026	
Siena Bitetto	Inspector	06 June	2026	
Sireen Brown	Air Sampling Technician	09 September	2026	
Steve Muller	Inspector	06 June	2026	
Steiger Devil	Project Monitor	09 September	2026	
Steiger Devil	Air Sampling Technician	09 September	2026	
Tiffany Chen	Air Sampling Technician	07 July	2026	
Vivek Mahey	Air Sampling Technician	02 February	2026	
Willow Mercer	Project Monitor	08 August	2026	
Willow Mercer	Inspector	08 August	2026	
Willow Mercer	Air Sampling Technician	08 August	2026	
Wiston Ariza	Project Monitor	10 October	2026	
Wiston Ariza	Air Sampling Technician	10 October	2026	
Yihao Jiang	Project Monitor	03 March	2026	
Yihao Jiang	Air Sampling Technician	03 March	2026	
Youyang Ni	Inspector	03 March	2026	

United States Environmental Protection Agency

This is to certify that

J.C. Broderick & Associates, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires May 28, 2027

LBP-2159-3

Certification #

April 05, 2024

Issued On

Marc Edmonds, Chief

Risk Assessment Management Branch 2.

United States Environmental Protection Agency

This is to certify that

J.C. Broderick & Associates, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires February 17, 2026

NAT-2159-1

Certification #

February 03, 2021

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

Name	Certification	Expiration Month	Expiration Year	Certificate#
Aileen McNamee	Lead Risk Assessor	09 September	2027	[redacted]
Anthony Lombardo	Lead Risk Assessor	09 September	2027	
Brendan Broderick	Lead Risk Assessor	11 November	2027	
Bryan Ezelius	Lead Risk Assessor	08 August	2026	
Bryan Ezelius	Lead Risk Assessor	08 August	2026	
Daniel Smalls	Lead Risk Assessor	09 September	2027	
Edward McGuire	Lead Risk Assessor	08 August	2027	
Erin Todzia	Lead Risk Assessor	08 August	2027	
George Greve	Lead Risk Assessor	08 August	2026	
Jacek Mrozek	Lead Risk Assessor	09 September	2025	
John Wilson	Lead Risk Assessor	07 July	2025	
Krzysztof Piotrowski	Lead Risk Assessor	09 September	2026	
Matthew Martin	Lead Risk Assessor	09 September	2027	
Matthew Urban	Lead Risk Assessor	11 November	2025	
Meghan Gwynn	Lead Risk Assessor	08 August	2026	
Robert Manzella	Lead Risk Assessor	04 April	2025	
Robert Milinis	Lead Risk Assessor	08 August	2026	
Ryan Eid	Lead Risk Assessor	04 April	2025	
Tara Ricker	Lead Risk Assessor	08 August	2026	

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

MOLD ASSESSMENT CONTRACTOR LICENSE

J.C. Broderick & Associates Inc.
1775 Expressway Drive North
Hauppauge, New York 11788

License Number: 25-6LGZ6-SHMO
Date of Issue: 2025-10-02
Expiration Date: 2027-10-31

(This license is valid only for the contractor named above)

For the Commissioner of Labor

Amy Phillips, Director
Division of Safety and Health

EXCELSIOR

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Brendan Broderick [BBRODERICK@JCBRODERICK.COM]

Dated: 09/25/2025 08:48:28 am

Vendor: J.C. Broderick & Associates, Inc.

Title: Owner

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Brendan Broderick
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 1775 Expressway Drive North

   City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788
   Country US
   Telephone: 631-584-5492

   Other present address(es):

   City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788
   Country: US
   Telephone: 6318310560

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	06/06/1998	Treasurer	06/06/1998
Chairman of Board		Shareholder	06/06/1998
Chief Exec. Officer		Secretary	06/06/1998
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

I am the owner of Wee Four Realty. Wee Four Realty is the realty holding corporation of our office building here at JCBroderick, located at 1775 Expressway Drive North in Hauppauge, New York.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Brendan Broderick , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Brendan Broderick , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

J.C. Broderick & Associates, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Brendan Broderick BBRODERICK@JCBRODERICK.COM

Owner

Title

09/25/2025 08:47:29 am

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: J C Broderick & Associates, Inc.

Address: 1775 Expressway Drive North

City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788

Country: US

2. Entity's Vendor Identification Number: [redacted]

[redacted] Type of Business: Other (specify) Corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Question 4 (1).docx

First Name	Brendan				
Last Name	Broderick				
MI		Suffix			
Address	1775 Express Dr N				
City	Hauppauge	State/Province/ Territory:	NY	Zip/Postal Code:	11788
Country	US				
Position	Principal				

[redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Brendan Broderick [redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach

a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Brendan Broderick [BBRODERICK@JCBRODERICK.COM]

Dated: 11/03/2025 08:59:21 am

Title: Owner

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

J.C. Broderick & Associates, Inc.

Environmental / Construction Consulting & Testing

1775 Expressway Drive North
Hauppauge, NY 11788
631.584.5492
Fax: 631.584.3395
www.jcbroderick.com

Re: Consultants, Contractors and Vendor's Disclosure Form

Question 4:

Brendan Broderick, Principal of J.C. Broderick & Associates, Inc.
Address:
[redacted]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Nicholas DeVito Agency, Inc.
271-2 Route 25A
Mount Sinai, NY 11766

CONTACT NAME: Jennifer Heiser
PHONE (A/C, No, Ext): (631)509-6388 FAX (A/C, No): (631)509-0099
E-MAIL ADDRESS: jennifer@devitoagency.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Great Divide Insurance Company	[redacted]
INSURER B :	Merchants Mutual Insurance Company	
INSURER C :	Hanover Insurance Company	
INSURER D :	ShelterPoint Life Insurance Company	
INSURER E :		
INSURER F :		

INSURED

J.C. Broderick & Associates, Inc.
1775 Express Drive North
Hauppauge, NY 11788

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:** [redacted]

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			[redacted]	06/18/2025	06/18/2026	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Blkt Addl Insured						MED EXP (Any one person)	$ 5,000
	X Contractual Liab						PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:						Employee benefits	$ 1 Mil
B	AUTOMOBILE LIABILITY			[redacted]	06/26/2025	06/26/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			[redacted]	06/18/2025	06/18/2026	EACH OCCURRENCE	$ 7,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 7,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Valuable Papers			[redacted]	11/11/2025	11/11/2026	Limit	1,000,000
D	NYS Disability				06/18/2025	06/17/2026		Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project #B90625-02D
Title: Asbestos/Lead Design & Monitoring Services
Nassau County Department of Public Works, 1194 Prospect Avenue, Westbury, NY 11590 is included as additional insured as required by written contract.

CERTIFICATE HOLDER

Nassau County Department
of Public Works
1194 Prospect Avenue
Westbury, NY 11590

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

(J-H)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jennifer Heiser
Nicholas DeVito Agency, Inc. 271-2 Route 25A Mount Sinai, NY 11766	PHONE (A/C, No, Ext): (631)509-6388 FAX (A/C, No): (631)509-0099 E-MAIL ADDRESS: jennifer@devitoagency.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
J.C. Broderick & Associates, Inc. 1775 Expressway Drive North Hauppauge, NY 11788	INSURER A : Great Divide Insurance Company	[redacted]
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:** [redacted]

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			[redacted]	06/18/2025	06/18/2026	EACH OCCURRENCE	$ 250,000
	[X] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 500,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:						Cyber Liab. Ded.	$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Pollution Liability			[redacted]	06/18/2025	06/18/2026	Eah Pollu Cond/Agg	5,000,000
A	Professional Liab.				06/18/2025	06/18/2026	5,000,000/5,000,000	Incl Mold

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project #B90625-02DTitle: Asbestos/Lead Design & Monitoring Services
Nassau County Department of Public Works, 1194 Prospect Avenue, Westbury, NY 11590 is included as additional insured as required by written contract.

CERTIFICATE HOLDER

Nassau County Department
of Public Works
1194 Prospect Avenue
Westbury, NY 11590

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

(J-H)

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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 113437849
NICHOLAS DEVITO AGENCY
271 ROUTE 25A
SUITE 2
MOUNT SINAI NY 11766-2073

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
J C BRODERICK & ASSOCIATES INC 1775 EXPRESSWAY DRIVE NORTH HAUPPAUGE NY 11788	NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS 1194 PROSPECT AVENUE WESTBURY NY 11590

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
[redacted]	[redacted]	04/14/2025 TO 04/14/2026	5/14/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2588 241-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 644019328

U-26.3

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: August 22, 2025

SUBJECT: Asbestos/Lead Abatement
Project Design and Monitoring Services
Proposed Agreement Number: B90625-02D

This Department intends to procure services for Asbestos / Lead Project Design and Monitoring Services. The services typically provided under the proposed agreement include bulk sample collection, design, coordination, supervision, and monitoring of abatement activities conducted within the County. These services will be needed to supplement the efforts of our Asbestos Abatement Project Manager to ensure that asbestos and lead containing building materials are properly managed in all County owned and operated facilities. The proposed agreement will be for a period of two (2) years (with a provision to extend the agreement for two (2) additional years of service) with a not to exceed cost of $1.000,000.00.

The County received eleven (11) responses to the "Request for Proposals" (RFP).

The technical proposals were evaluated by a rating committee comprised of professional staff within the Department of Public Works Douglas Tuman, Deputy Commissioner; Valient Yeung; Architect III; and Robert Exner, Environmental Specialist III. The results of the technical evaluations, along with the cost proposals for the four (4) highest ranked firms, are as follows.

Firm Name	Technical Rankings	Cost Proposal
J.C. Broderick & Associates	93.67	$185,445.00
Liro - Hill	90.67	$192,740.00
Taylor Environmental Group	79.67	$274,949.78
Enviroscience Consulting	73.00	$200,025.45
Entech Engineering	72.67	N/A
TRC Environmental	72.00	N/A
Lozier Inc.	71.67	N/A
Athenica Environmental Services	67.00	N/A
Dan CM Consulting	65.67	N/A
Valcron Environmental & Mechanical	63.33	N/A
ALC Environmental	62.00	N/A

***Attached are supporting spreadsheets detailing results of the responses.

SUBJECT: Asbestos / Lead Abatement
Project Design and Monitoring Services
Proposed Agreement Number: B90625-02D

The Department recommends that J.C. Broderick & Associates, with the highest technical rating and the lowest proposed cost amongst the four highest rated firms, be retained to provide these services. The consensus of the rating committee deemed that J.C. Broderick & Associates demonstrated they can provide these services requested in this RFP and represents the best value to the County.

The primary funding source for these professional services will be available under Capital Project Number 90625 (Asbestos/Lead Abatement at Various County Facilities).

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Joseph J Pecora P.E.

for Michael Kwaschyn
Commissioner

MK:DT:FM:jd
c: Douglas Tuman, Deputy Commissioner
Fredrick Maroni, Unit Head, Facilities Management Unit
Robert Labaw, Chief Architect
Valient Yeung, Architect III
Robert Exner, Environmental Specialist III

APPROVED:

8/25/25

Arthur T. Walsh Date
Chief Deputy County Executive

DISSAPPROVED

Arthur T. Walsh Date
Chief Deputy County Executive

REQUEST TO INITIATE RTI Number 24-0185

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ **RFQ** ☒ **RFP** ☐ **RFBC** ☒ **In-House or Requirements Work Order**

Project Title: Asbestos/ Lead Design & Monitoring Services

Department: Public Works Project Manager: Robert Exner Date: 7/1/24

Service Requested: New Agreement for on call - Emergency Asbestos & Lead Design & Monitoring Services

Justification: NYS-DOL requires 3rd party air monitoring on asbestos abatement projects; Testing services (bulk sampling & testing for lead...etc.) must be performed by licensed contractors and individuals in NYS. These services are essential for DPW's asbestos management program to facilitate construction projects and protect the health and safety of occupants in County facilities.

Requested by: DPW Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) $100,000.00 (Initial ENC.)
Circle appropriate phase

Total Project Cost: $1,000,000.00 Includes, design, construction and CM

Date Start Work: TBD Phase being requested

Duration: 24 months Phase being requested

Capital Funding Approval: YES ☒ NO ☐ Vivian Moscato SIGNATURE 7/1/24 DATE

Funding Allocation (Capital Project): See Attached Sheet if multiyear ☐

NIFS Entered : SIGNATURE DATE

AIM Entered Deanna Funk SIGNATURE 7/8/24 DATE

Funding Code: 90625-010 use this on all encumbrances

Timesheet Code: 24-0185 use this on timesheets

State Environmental Quality Review Act (SEQRA):
Type II Action ☒ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation

Department Head Approval: YES ☒ NO ☐ SIGNATURE

DCE/Ops Approval: YES ☒ NO ☐ SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment	☐ See Attached Sheet
1.			
2.			
3.			

DCE/Ops Approval: YES NO Signature

Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Robert Exner, Asbestos Abatement Project Manager

FROM: Office of the Commissioner

DATE: July 16, 2024

SUBJECT: CSEA Sub-Contracting Approval
C24-0185 Contract Number: B90625-02D
Asbestos/Lead Design & Monitoring Services

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C24-0185.**

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

Roseann Dalleva

Roseann D'Alleva
Deputy Commissioner

RD:jd
c: Douglas Tuman, Deputy Commissioner
Sean McBride, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

C24-0185

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, President

FROM: Department of Public Works

DATE: July 8, 2024

SUBJECT: CSEA Notification of a Proposed DPW Contract
Asbestos/Lead Design & Monitoring Services
Proposed Contract No: B90625-02D

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW contract/agreement is for work which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
Asbestos and Lead Design and Monitoring Services at Various Locations, Nassau County, New York.

   (The spirit of this proposed contract/agreement is to provide services which generally cannot be performed by bargaining unit members due to 3rd party monitoring requirements enforced by the NYS DOL).

2. The work involves the following:
The investigation, planning, design, inspection, and project monitoring, for abatement of asbestos and lead containing building materials, as required by NYS DOL.

3. An estimate of the cost is: $1,000,000.00

4. An estimate of the duration is: Twenty-four (24) months.

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days, to: Department of Public Works, Att: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.

Roseann Dalleva

Roseann D'Alleva
Deputy Commissioner

RD:DT:jd
c: Melissa Gallucci, Commissioner, Shared Services
Ross Bratin, Deputy Director, Office of Labor Relations
Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Fredrick Maroni, Unit Head, Facilities Management Unit
Christopher Yansick, Unit Head, Financial Management Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Robert Labaw, Chief Architect
Robert Exner, Asbestos Abatement Project Manager
Elizabeth Cotton, Special Assistant, Office of Labor Relations
Stephanie Zirilli, Administrative Officer

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

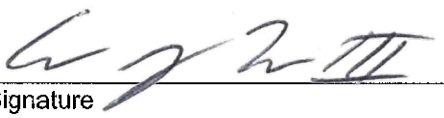
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Edward McGuire, President — 9/5/2025

Name and Title of Authorized Representative — m/d/yy



Signature — 9/5/2025 Date

J.C. Broderick & Associates, Inc.

Name of Organization

1775 Expressway Drive North Hauppauge, New York 11788

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX U

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED DBE/MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	J.C. Broderick & Associates, Inc.
Address (street/city/state/zip code):	1775 Expressway Drive North Hauppauge, New York 11788
Authorized Representative (name/title):	Brendan Broderick, Principal
Authorized Signature:	
Contract Number:	PW-B90625-02D
Contract/Project Name:	Asbestos/Lead Project Design & Monitoring Services at Various County Facilities
Contract/Project Description:	To provide asbestos/lead abatement professional services

Part 2- Projected DBE/MBE/WBE/SDVOB Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	$250,000.00		
Total DBE Dollar Amount	$0.00	DBE Contract Percentage	0%
Total MBE Dollar Amount	$0.00	MBE Contract Percentage	0%
Total WBE Dollar Amount	$0.00	WBE Contract Percentage	0%
Total SDVOB Dollar Amount	$0.00	SDVOB Contract Percentage	0%
Total Combined M/WBE/SDVOB Dollar Amount	$0.00	Combined M/WBE/SDVOB Contract Percentage	0%

Part 3- DBE Information (use additional blank sheets as necessary):

DBE Firm	Description of Work (DBE)	Projected DBE Contract Amount ($) and Award Date	DBE Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 5- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 6- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Certified: --

E-27-26

FILED BY THE CLERK OF THE NASSAU COUNTY LEGISLATURE FEBRUARY 17, 2026 3:46PM

NIFS ID: CLPW26000001

Capital: **X**

Contract ID #: **CFPW21000015**

NIFS Entry Date: **01/08/2026**

DPW Contract Number: **B90406-01DC**

Department: Public Works

Service: **On-Call Building Design Amendment #1 B90406-01DC**

Term: **The Current Term of the Original Agreement shall be extended by 1 year, so that the termination date, as amended by this Amendment, shall be August 28, 2026. The Department shall have the right to extend the Amended Term for up to 1 year.**

Contract Delayed: **X**

Slip Type: **Amendment**		
CRP:		
Time Extension: **X**		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Cashin Associates, PC**	ID#:**112325811**
Main Address: **1200 Veterans Hwy Hauppauge, NY 11788**	
Main Contact: **Kate Kelly**	
Main Phone: **(631) 348-7600**	

Department:
Contact Name: **Valiant Yeung**
Address: **NCDPW 1194 Prospect Avenue Westbury, NY 11590**
Phone: **(516) 571-6881**
Email: **vyeung@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,cpetrucci@nassaucountyny.gov**

Contract Summary

Purpose: Amendment #1 for the On-Call Building Design Services contract for DPW's building construction group to provide extension of time to continue design services in emergency/time sensitive situations or whenever special expertise is required.
Procurement History: An RFP was issued on 7/2/2019. Twelve (12) firms submitted responses to the RFP. The top five (5) firms

ranking firms, including Cashin Associates, were selected. The original agreement was extended by letter until 8/28/2025. This amendment is seeking to retroactively extended term for one year until 8/28/2026 and provide for an additional optional one-year extension.

Description of General Provisions: Cashin Associates will provide on-call building design services for DPW's building construction group in emergency/time sensitive situations, whenever special expertise is required.

Impact on Funding / Price Analysis: No change to the contract maximum. Amendment is for a one-year extension of time with an option to renew for one additional year. Project 90406.

Change in Contract from Prior Procurement: Extension of Time

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 08/28/2021

Original procurement method: Request for Proposals

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 90406 000	01	$0.01
Project Number 90406 Project Detail 000								
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	107
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$0.01
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	01/08/2026 02:32PM	Approved
NIFS Final Approval	Loretta Dionisio	01/09/2026 08:14AM	Approved
Final Approval	Loretta Dionisio	01/09/2026 08:14AM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	01/09/2026 08:14AM	Approved
Final Approval	Loretta Dionisio	01/09/2026 08:14AM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	01/09/2026 08:26AM	Approved
Approval as to Form	Julie Silverstein	01/12/2026 04:41PM	Approved
NIFS Approval	Mary Nori	02/02/2026 02:57PM	Approved
Final Approval	Mary Nori	02/02/2026 02:57PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	01/09/2026 09:19AM	Approved
NIFA Approval	Christopher Nolan	01/30/2026 03:45PM	Approved
Final Approval	Christopher Nolan	01/30/2026 03:45PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	02/02/2026 03:32PM	Approved
DCE Compliance Approval	Robert Cleary	02/06/2026 12:33PM	Approved
Vertical DCE Approval	Arthur Walsh	02/17/2026 02:35PM	Approved
Final Approval	Arthur Walsh	02/17/2026 02:35PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	02/17/2026 03:40PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO THE PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND CASHIN ASSOCIATES P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Cashin Associates P.C., to provide emergency/time sensitive on-call building design services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with Cashin Associates P.C.

AMENDMENT NO. 1

THIS AMENDMENT No. 1 (this "Amendment"), dated as of August 29, 2025 between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 1150 1 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii)) Cashin Associates P.C., (Cashin) having an office at 1200 Veterans Memorial Highway, Hauppauge, NY 11788 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number B90406-01DC between the County and the Firm, executed on behalf of the County on August 28, 2021 (the "Original Agreement"), the Firm performs architectural/engineering services for the County in connection with design, which services are more fully described in Exhibit "A" of the Original Agreement ("Services"); and

WHEREAS, the maximum Amount of Consideration that the County agreed to reimburse the Firm for professional services under the original Agreement, as full compensation for the Services, was One Million Dollars ($1,000,000.00); and

WHEREAS, the Commissioner extended the Original term by letter to August 28, 2025; and

WHEREAS, the Term may be extended by the Department, in its sole discretion, for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date, and the County and the Firm both desire to have the Firm continue the Services through the completion of various projects currently in the design stages; and

WHEREAS, the County and the Firm desire to further amend the original Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Amendment, the parties agree as follows:

Amended Term. The Term of the Agreement shall be extended by one (1) year, as amended by this Amendment, shall be August 28, 2026 (the "Amended Expiration Date"). Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend the Amended Term for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Amended Expiration Date, and the County and the Firm both desire to have the Firm continue the Services through the completion of various projects, where the Services

are required to complete the projects. The Agreement so extended shall be on the same terms, conditions, and covenants as during the initial term except that the Amended Expiration Date shall be modified in accordance with the notice of extension.
shall be on the same terms, conditions, and covenants as during the initial term except that the Amended Expiration Date shall be modified in accordance with the notice of extension.

1. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties to the Agreement.

2. Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CASHIN ASSOCIATES, P.C.

By: Alfred Angiola
Name: Alfred Angiola, P.E.
Title: President
Date: December 16, 2025

COUNTY OF NASSAU

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
Suffolk)ss.:
COUNTY OF ~~NASSAU~~)

On the 16th day of December in the year 20 25 before me personally came Alfred Angiola to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the President of Cashin Associates, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Lacey Keefer
NOTARY PUBLIC

Lacey A. Keefer
Notary Public, State of New York
Reg. No. 01KE6417408
Qualified in Suffolk County
Commission Expires May 10, 2029

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Cashin Associates, PC

2. Amount requiring NIFA approval: $0.01

Amount to be encumbered: $0.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to The Current Term of the Original Agreement shall be extended by 1 year, so that the termination date, as amended by this Amendment, shall be August 28, 2026. The Department shall have the right to extend the Amended Term for up to 1 year.

Has work or services on this contract commenced? Yes

If yes, please explain: Amendment #1 for the On-Call Building Design Services contract for DPW's building construction group to

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other
Federal %	0	
State %	0	
County %	100	

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Amendment #1 for the On-Call Building Design Services contract for DPW's building construction group to provide extension of time to continue design services in emergency/time sensitive situations or whenever special expertise is required.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 01/30/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Lacey Keefer state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Cashin Associates, P.C

Vendor's Address: 1200 Veteran's Memorial Highway Hauppauge NY US 11788

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 10/08/2025 04:10:30 pm

Lobbyist Registration and Disclosure Form: 10/08/2025 04:31:11 pm

Business History Form certified: 10/13/2025 03:22:22 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 10/08/2025 04:17:12 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	James Gladysz [JGLADYSZ@CA-PC.COM]
Date Certified	10/16/2025 12:55:42 pm

Principal Name	Joseph Iannucci, RA, CEO, LEED AP [JIANNUCCI@CA-PC.COM]
Date Certified	10/16/2025 12:44:58 pm

Principal Name	Gregory T. Greene, PG [GGREENE@CA-PC.COM]
Date Certified	10/16/2025 11:09:24 am

Principal Name	Alfred Angiola [AANGIOLA@CA-PC.COM]
Date Certified	10/16/2025 10:40:39 am

I, Lacey Keefer hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Lacey Keefer LKEEFER@CA-PC.COM

Name

Account Executive

Title

Cashin Asociates, P.C.

Name of Submitting Entity

10/16/2025 01:08:20 pm

Date

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Lacey Keefer [LKEEFER@CA-PC.COM]

Dated: 10/08/2025 04:10:30 pm

Vendor: Cashin Associates, PC

Title: Marketing

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 02/04/2026

1) Proposer's Legal Name: Cashin Associates, P.C.

2) Address of Place of Business: 1200 Veteran's Memorial Highway

City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

CA is a professional service consulting firm. Our staff consists of licensed professionals and support staff. The CA staff is well aware of the need to avoid conflicts of interest, as well as the appearance of such conflicts. We hold weekly staff meetings with our managers, at which time any activities possibly associated with potential conflicts are discussed before being acted on.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

07/01/1959

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Name	Office	Address
Alfred Angiola, P.E.	President	[redacted]
James Gladysz, P.E.	Exec VP,	[redacted]
Gregory Greene, P.G.	Exec VP,	[redacted]
Joseph Iannucci, R.A.	Sr VP,	[redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

Name	Office	Address
Alfred Angiola, P.E.	President	[redacted]
James Gladysz, P.E.	Exec VP,	[redacted]
Gregory Greene, P.G.	Exec VP,	[redacted]
Joseph Iannucci, R.A.	Sr VP,	[redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

50

vi) Annual revenue of firm;

2000000

vii) Summary of relevant accomplishments

See Proposal

viii) Copies of all state and local licenses and permits.

1 File(s) uploaded: CA - NYS Authorization License 2024-26.pdf

B. Indicate number of years in business.

60

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

See Proposal

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Suffolk County Department of Parks		
Contact Person	Philip Berdolt, P.E., Commissioner		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4010		
Fax #	(631) 852-4150		
E-Mail Address	philip.berdolt@suffolkcountyny.gov		

Company	New York State Office of Parks, Recreation & Historic Preservation		
Contact Person	Vesna Hadzibabic, PE		
Address	625 Belmont Avenue		
City	West Babylon	State/Province/Territory	NY
Country	US		
Telephone	(631) 321-3533		
Fax #	(631) 321-3533		
E-Mail Address	Vesna.Hadzibabic@parks.ny.gov		

Company	Town of Oyster Bay, Department of Public Works		
Contact Person	Mathew Russo, P.E.		
Address	150 Miller Place		
City	Syosset	State/Province/Territory	NY
Country	US		
Telephone	(516) 677-5719		
Fax #	(516) 677-5940		
E-Mail Address	mrusso@oysterbay-ny.gov		

I, Lacey Keefer , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Lacey Keefer , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Cashin Associates, P.C.

Electronically signed and certified at the date and time indicated by:
Lacey Keefer LKEEFER@CA-PC.COM

Marketing
Title

02/04/2026
Date

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

CASHIN ASSOCIATES PC
1200 VETERANS MEMORIAL HGY
SUITE 200
HAUPPAUGE, NY 11788-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2024 TO 12/31/2026.

CERTIFICATE NUMBER
0021148

BETTY ROSA
COMMISSIONER OF EDUCATION

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Alfred Angiola
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 1200 Veterans Highway

   City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788
   Country US
   Telephone: 6313487600

   Other present address(es):

   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	02/23/1987	Treasurer	
Chairman of Board	02/23/1987	Shareholder	02/23/1987
Chief Exec. Officer	02/23/1987	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Principal of Cashin Technical Services, sister company.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

U.S. Army Corps of Engineers

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Alfred Angiola , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Alfred Angiola , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Cashin Associates, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Alfred Angiola AANGIOLA@CA-PC.COM

President

Title

10/16/2025 10:40:39 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Gregory T. Greene, P.G.
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 1200 Veteran's Memorial Highway
   City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788
   Country US
   Telephone: 631-348-7600

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	04/04/2018
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	04/04/2018		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Cashin Technical Services, Inc. - Shareholder/officer

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

US Army Corps of Engineers to Cashin Technical Services, Town of Southold to Cashin Technical Services

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Gregory T. Greene, PG , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Gregory T. Greene, PG , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Cashin Associates, P.C

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Gregory T. Greene, PG GGREENE@CA-PC.COM

Executive Vice President

Title

10/16/2025 11:09:24 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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1. Principal Name: James Gladysz
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 1200 Veteran's Memorial Highway
   City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788
   Country US
   Telephone: 631-348-7600

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	02/01/1997
Chief Exec. Officer		Secretary	02/01/1997
Chief Financial Officer		Partner	
Vice President	02/01/1997		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, James Gladysz , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, James Gladysz , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Cashin Associates

Name of submitting business

Electronically signed and certified at the date and time indicated by:
James Gladysz JGLADYSZ@CA-PC.COM

Executive Vice President

Title

10/16/2025 12:55:42 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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1. Principal Name: Joseph Iannucci
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 1200 Veteran's Memorial Highway
   City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788
   Country US
   Telephone: 631-348-7600

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	01/09/2003
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/09/2003		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph Iannucci , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph Iannucci , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Cashin Associates, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph Iannucci, RA, CEO, LEED AP JIANNUCCI@CA-PC.COM

Senior Vice President

Title

10/16/2025 12:44:58 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Cashin Associates, P.C.

Address: 1200 Veteran's Memorial Highway

City: Hauppauge State/Province/Territory: NC Zip/Postal Code: 11788

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Public Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Stockholders-7.2025.doc

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

1 File(s) uploaded: Stockholders-7.2025.doc

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Cashin Associates, P.C. has an affiliate: Cashin Technical Services.
No affiliates will take part in this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees,

including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Lacey Keefer [LKEEFER@CA-PC.COM]

Dated: 02/04/2026 04:27:51 pm

Title: Account Exec.

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Cashin Associates, P.C.
ENGINEERING • PLANNING • CONSTRUCTION MANAGEMENT
Est. 1959

CORPORATE STOCKHOLDERS INFORMATION

Below is a list of the stockholders for Cashin Associates, P.C.:

Name	Office	Number of Shares	Percentage
Alfred Angiola, P.E.	CH, P	4,500	89.6%
James Gladysz, P.E.	EVP, D	300	6.0%
Gregory Greene, P.G.	EVP, D	20	0.4%
Joseph Iannucci, R.A.	SVP, D	200	4.0%

Addresses for all Corporate Officers and Stockholders

Name	Office	Address
Alfred Angiola, P.E.	CH, P	[redacted]
James Gladysz, P.E.	EVP, D	[redacted]
Gregory Greene, P.G.	EVP, D	[redacted]
Joseph Iannucci, R.A.	SVP, D	[redacted]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/6/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northeast 401 Broadhollow Road Suite 200 Melville NY 11747	**CONTACT NAME:** Laurie Greco **PHONE (A/C, No, Ext):** 516-677-4827 **FAX (A/C, No):** 917-934-5307 **E-MAIL ADDRESS:** laurie.greco@hubinterantional.com
INSURED Cashin Associates P.C. 1200 Veterans Memorial Highway Suite 200 Hauppauge NY 11788	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** The Continental Insurance Company — 35289 **INSURER C :** Lexington Insurance Company — 19437 **INSURER D :** Transportation Insurance Company — 20494 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	[redacted]	9/13/2025	9/13/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	[redacted]	9/13/2025	9/13/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ $10,000	Y	Y	[redacted]	9/13/2025	9/13/2026	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D	PROFESSIONAL LIABILITY CLAIMS MADE	N	N	[redacted]	6/30/2025	6/30/2026	OCCURRENCE AGGREGATE DEDUCTIBLE	$2,000,000 $2,000,000 $50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract - On-Call Building Design - B90406-01DC

Nassau County is protected as an Additional Insured with respects to the General Liability policy as required by written contract or agreement executed prior to loss.

*** THIS CERTIFICATE REPLACES ANY AND ALL PREVIOUSLY ISSUED CERTIFICATES ***

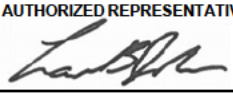
CERTIFICATE HOLDER

Nassau County
Department of Public Works
1194 Prospect Ave
Westbury NY 11590

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



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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

SCAN TO VALIDATE
AND SUBSCRIBE

^ ^ ^ ^ ^ ^ [redacted]
HUB INTERNATIONAL NORTHEAST
401 BROADHOLLOW RD
SUITE 200
MELVILLE NY 11747

POLICYHOLDER	CERTIFICATE HOLDER
CASHIN ASSOCIATES PC 1200 VETERANS MEMORIAL HIGHWAY HAUPPAUGE NY 11788	NASSAU COUNTY DEPT. OF PUBLIC WORKS 1194 PROSPECT AVE WESTBURY NY 11590

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
I2039 740-2	946849	07/23/2025 TO 07/23/2026	10/9/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2039 740-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 661851205

U-26.3

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: November 25, 2025

SUBJECT: Recommendation to Amend Professional Services Agreements with All On-Call Building Design Firms **[RETROACTIVE]**
Agreement No.: B90406-01DC – Cashin – CFPW21000015 *(08/28/2025 Expiration)*
Agreement No.: B90406-01DH – H2M – CFPW21000010 *(10/08/2025 Expiration)*
Agreement No.: B90406-01DL – LiRo – CFPW21000014 *(09/17/2025 Expiration)*
Agreement No.: B90406-01DN – Nelson & Pope – CFPW21000013 *(08/28/2025 Expiration)*
Agreement No.: B90406-01DS – Spector – CFPW21000011 *(08/28/2025 Expiration)*

These requested amendments will amend the County's contracts with On-Call Building Design Firms, to extend the expiration of services under the terms of the original agreements until new contracts for these same services are fully executed. An RFP was issued on July 2, 2019 and twelve (12) firms submitted proposal responses to the RFP. The top five (5) firms were selected and awarded contracts.

These contracts were extended through their optional two-year extensions via letters from the Commissioner with termination dates falling between the dates of August 28, 2025 and October 8, 2025. On that basis, this memo and these amendments shall be retroactive to their respective effective expiration dates. It was the intention of this Department to solicit new contracts for On-Call Building Design services in 2025, prior to the expiration of the 2019 contract, however, delays in processing this procurement have occurred, primarily lack of County resources to draft, review and process said solicitation. The term extension being requested is one (1) year plus an optional additional one (1) year.

LiRo's contract capacity shall also be amended and increased by $1 million to enable a fair bidder pool of all firms with awarded contracts, in the spirit of the initial RFP. LiRo has insufficient remaining capacity to be awarded additional missions. All other firms have sufficient remaining capacity.

It is the intent of this Department to amend the existing agreements to extend these services until new contract for the same services are fully executed. This is necessary to ensure the ability of the Department to procure these support services in a timely manner. The proposed rates extended to these Firms under these agreements are also lower than the rates that will be proposed against the new solicitation.

In our professional judgment, it is in the County's best interest, and represents the best value to the County, to have this Department, upon your approval, shall begin preparing these contract amendments.

Subject: Recommendation to Amend Professional Services Agreement with
All On-Call Building Design Firms
Agreement No.: B90406-01DC – Cashin – CFPW21000015
Agreement No.: B90406-01DH – H2M – CFPW21000010
Agreement No.: B90406-01DL – LiRo – CFPW21000014
Agreement No.: B90406-01DN – Nelson & Pope – CFPW21000013
Agreement No.: B90406-01DS - Spector – CFPW21000011

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:DT:ss
c: Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to the Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner of Administration
Robert Labaw, Chief Architect
Valiant Yeung, Architect III
Francis Antetomaso, Assistant to the Deputy Commissioner
Robert Mitchell, Sean Chow, Gus Xenakis, Jacobs

APPROVED:

Arthur T. Walsh — Date
Chief Deputy County Executive

DISAPPROVED:

11/25/25

Arthur T. Walsh — Date
Chief Deputy County Executive

DCL#

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Alfred Angiola, PE, President — 10/13/2025

Name and Title of Authorized Representative — m/d/yy

Signature — 10/13/2025 Date

Cashin Associates, PC

Name of Organization

1200 Veteran's Memorial Hwy, Hauppauge, NY 11788

Address of Organization

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

June 27, 2023

Cashin Associates
1200 Veterans Memorial Highway
Hauppauge, New York 11788

Att.: Francis Cashin, III, P.E.

Re: On-Call Building Design
Agreement B90406-01DC

To Whom It May Concern:

You are hereby advised that a two (2) year extension of time is granted to August 28, 2025, on the above referenced agreement.

Please be aware that all other terms and stipulations of the agreement remain in effect.

Should you have any questions regarding the foregoing, you may contact Mr. Robert LaBaw, at (516) 571-6812.

Very truly yours,

Kenneth G. Arnold, P.E.
Commissioner of Public Works

KGA:DT:jd
c: Roseann D'Alleva, Deputy Commissioner of Public Works
Douglas Tuman, Deputy Commissioner of Public Works
Valiant Yeung, Architect III
Robert LaBaw, Architect IV
Matt Duffy, Auditing Assistant III, Office of the Comptroller

E-94-21
Certified: 01-SEP-21 -- SALFANO

NIFS ID:CFPW21000015 Department: Public Works

Capital: X

SERVICE: On-Call Building Design-B90406-01DC

Contract ID #:CFPW21000015 NIFS Entry Date: 23-APR-21 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: **Cashin Associates P.C.**	Vendor ID#: [redacted]
Address: 1200 Veterans Memorial Highway Hauppage, NY 11788	Contact Person: Francis J.. Cashin
	Phone: 631 / 348-7600

Department:
Contact Name: Robert LaBaw
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone: 516 / 571-6812

Routing Slip

Department	**NIFS Entry: X**	**23-APR-21 -- LDIONISIO**
Department	**NIFS Approval: X**	**23-APR-21 -- RD'ALLEVA**
DPW	**Capital Fund Approved: X**	**23-APR-21 -- RDALLEVA**
OMB	**NIFA Approval: X**	**28-APR-21 -- CNOLAN**
OMB	**NIFS Approval: X**	**23-APR-21 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**23-APR-21 -- AAMATO**
County Atty.	**Approval to Form: X**	**23-APR-21 -- NSARANDIS**

CPO	**Approval: X**	**30-APR-21 -- KOHAGEN**
DCEC	**Approval: X**	**30-APR-21 -- JCHIARA**
Dep. CE	**Approval: X**	**30-APR-21 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**03-MAY-21 -- JSCHANTZ**
Legislature	**Approval: X**	**14-JUN-21 -- CALBERT**
Comptroller	**Deputy: X**	**29-JUL-21 -- JSCHOEN**
NIFA	**NIFA Approval: X**	**18-AUG-21 -- MWORSHAM**

Contract Summary

Purpose: This is an agreement with Cashin Associates to provide on-call building design services for DPW's building construction group in emergency/time sensitive situations or whenever special expertise is required.
Method of Procurement: RFP was issued 7/2/19 - 12 proposals were received
Procurement History: RFP was issued. Twelve (12) firms submitted responses to the RFP. The top five (5) firms ranking firms, including Cashin Associates, were selected.
Description of General Provisions: Cashin Associates will provide on-call building design services for DPW's building construction group in emergency/time sensitive situations, whenever special expertise is required.
Impact on Funding / Price Analysis: Maximum contract cap is One Million Dollars ($1,000,000.00) for a term of 2 years with an option to renew for 2 years. Project 90406.
Change in Contract from Prior Procurement: None.
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	**00**
Resp:	**CAP**
Object:	**00002**
Transaction:	**CF**
Project #:	**90406**
Detail:	**000**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.01
Other	$ 0.00
TOTAL	$ **0.01**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/90406/ 00002/000	$ 0.01
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 0.01

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND CASHIN ASSOCIATES P.C.

WHEREAS, the County has negotiated a personal services agreement with Cashin Associates P.C. for "On-Call" Building Design Services: Division of Engineering, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Cashin Associates P.C.

LAURA CURRAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

"ON-CALL" BUILDING DESIGN SERVICES

DIVISION OF ENGINEERING

AGREEMENT NO. B90406-01DC

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Cashin Associates, having an office at 1200 Veterans Memorial Highway, Hauppage, NY 11788 (the "Firm").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the two (2) year anniversary of the Commencement Date (the "Expiration Date"), unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date, for a possible total term of four (4) years. The decision to renew the contract will be at the sole discretion of the County. The Agreement, so extended, shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its

entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services: Division of Engineering. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner of the Department or his or her duly designated deputy. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) not specifically set forth in Exhibit "A", (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs, renderings, Building Information Modeling (BIM) and Laser Scanning as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Premium pay for overtime work or night differential, if required by the specific task, shall be subject to the payment terms indicated in Exhibit "B".

(7) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **One Million ($1, 000,000.00**) dollars for each 2-year term.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subconsultants. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by Subconsultants in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document

or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent Contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Firm (a "Firm Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach

being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any

threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an indemnified party.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.

(d) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

(e) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subconsultants. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any Subconsultant hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the

Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of **Five Hundred and thirty three ($533)** dollars for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

By: Alfred Angioli
Name: ALFRED ANGIOLI

Title: PRESIDENT

Date: May 26, 2021

NASSAU COUNTY

By: Brian J. Schneider
Name: BRIAN J. SCHNEIDER

Title: County Executive

Deputy County Executive

Date: 8-28-2021

PLEASE EXECUTE IN BLUE INK

[**Note to Departments**: County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 26 day of May in the year 2021 before me personally came Alfred Angiola to me personally known, who, being by me duly sworn did depose and say that he or she resides in the County of [redacted]; that he or she is the President of Cashin Associates, PC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Kathleen Kelly
NOTARY PUBLIC

KATHLEEN KELLY
NOTARY PUBLIC, State of New York
No. 01KE5082571
Qualified in Suffolk County
Commission Expires July 28, 2021

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 28 day of Aug in the year 2021 before me personally came Brian Schneider to me personally known, who, being by me duly sworn did depose and say that he or she resides in the County of [redacted] that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2012 24
COMMISSIONED IN NASS COUNTY

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

ON-CALL BUILDING DESIGN SERVICES

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call operations assistance and design services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services for the County's Division of Engineering including, providing study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, constructability reviews, estimating, design reviews, surveys for County infrastructure, and other design related tasks on an as needed basis for various building and related projects, or to serve as an extension of County staff for various building and related projects, and any other design related engineering service.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site-specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the 'Mission") that provides a detailed description of the services required by the Department and the type of cost

estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

{Remainder of page intentionally left blank}

EXHIBIT "B"

PAYMENT SCHEDULE

ON-CALL BUILDING DESIGN SERVICES

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

1. SERVICES

(a) Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of as specified in Appendix A attached hereto and made part hereof; or (iii) the terms delineated for the specific assigned task. The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

(b) Sub-consultants and Special Consultants

Sub-consultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Sub-consultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Sub-consultant or Special Consultant. The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary

increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule.

{Remainder of page intentionally left blank}

EXHIBIT "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Firm shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Firm shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, up-gradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Firm will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, up-gradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Firm shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Firm's obligations herein.

(c) The Firm shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Firm shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Firm shall, in its advertisements and solicitations for Sub-consultants, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Sub-consultants must be equal opportunity employers.

(f) Firms must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Firms for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Sub-consultants so that, to the greatest extent feasible, all Sub-consultants will be approved prior to commencement of work. Any additions or changes to the list of Sub-consultants under the utilization plan shall be approved by the Commissioner of the Department

of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Firm to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Sub-consultant approval has been requested and prior to being granted, the contracting agency may require the Firm to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Firm to submit such documentation at any time after Sub-consultant approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Firm must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Firm must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Firm's Subcontracts and Firm's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Firm shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Firm shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Firm has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations,

shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Sub-consultant and shall complete all forms provided by the Executive Director or the Department Head relating to Sub-consultant utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Firms or Sub-consultants in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Firm shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Sub-consultant as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Firm, listing the procedures it has undertaken to procure Sub-consultants in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Firm" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a Firm, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Sub-consultant.

As used in this Appendix EE the term "County Firm" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Firm reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Firm welcomed bids and quotes from M/WBE Sub-consultants. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Firm's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Sub-consultants to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE Sub-consultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.

d. Proof or affidavit that M/WBE Sub-consultants were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Firm that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed

unqualified by the County Firm shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Firm must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Sub-consultants by the County Firm must also be included with the Best Effort Documentation

i. County Firms may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Firm.

As used in this Appendix EE, the term "Sub-consultant" shall mean a person or firm who performs part or parts of the contracted work of a prime Firm providing services, including construction services, to the County pursuant to a county contract. Sub-consultant shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime Firm that are necessary for the prime Firm to fulfill its obligations to provide services to the County pursuant to a county contract. Sub-consultant shall not include a supplier of materials to a Firm who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a Firm, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring Firms to retain or submit documentation of best efforts to utilize certified Sub-consultants and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX A

COST PROPOSAL

(To be submitted in a separately sealed envelope)

Proposer: Cashin Associates, P.C.

Sub-Consultants: Provide MWBE & SDVOB Utilization Plan

1.	Proposer's Multiplier:	2.75
2.	Proposer's Multiplier for Extra Services:	2.75
3.	Sub-Consultant Multiplier: (Cannot Exceed Proposer's Multiplier)	
a.	Wayman C. Wing	2.75
b.	Jablonski Building Conservation, Inc.	2.75
c.		
d.		

Attach staffing schedule with names, titles, and hourly rates. Maximum hourly rate ***with*** multiplier is $175.00.

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and

B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY:  (Signature)

PRINT NAME: Francis Cashin, III, P.E. **DATE**: July 31, 2019

EXHIBIT "C"

MAXIMUM WAGE RATE SCHEDULE

CASHIN ASSOCIATES, PC/NASSAU COUNTY DPW

COMPOSITE SCHEDULE OF LABOR RATES AS OF JULY 31, 2019

Principals	Title	Hourly Pay
Alfred Angiola, PE	Civil Engineer	[redacted]
Francis J. Cashin, III, PE	Civil Engineer	
James Feeney, PE	Mechanical Engineer	
James Gladysz, PE	Civil Engineer	
Gregory Greene	Environmental Scientist	
Joseph Iannucci, RA	Architect	
Aldo Marletti, PE	Civil Engineer	

Technical Staff		Hourly Pay
Keith Brewer	Environmental Scientist	[redacted]
Marc Califano	Environmental Scientist	
Graciela Carrillo, RA	Architect	
Jason Cecere	Environmental Scientist	
Thomas Dankowski	Inspector	
Robert Doutney	Inspector	
Ellen Feldman	Environmental Planner	
Garner Greene	Environmental Technician	
Lacey Keefer	Marketing Coordinator	
Thomas LaGuardia, PE	Sr. Engineer	
Rachel Lambert	Environmental Scientist	
Nancy Lenz, RLA	Landscape Architect	
Vu Ly	Civil Engineer	
James Mangelli	Inspector	
Patrick McPeak	Construction Manager	
James Meurer, PE	Engineer MEP	
Kevin Morgenstern	Engineer	
Thomas O'Connor	Inspector	
Timothy O'Donnell	Inspector	
Francis Ribaudo, PE	Engineer	
Paul Sigismondi	Engineer	
Lynn Southard	CADD Operator	
Rosario Terracina	Engineer	
Russell Wetjen	CADD Operator	

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   Alfred Angiola, P.E. (Name)

   1200 Veterans Memorial Highway, Hauppauge, NY 11788 (Address)

   631-348-7600 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X__ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated

Alfred Angiola
Signature of Chief Executive Officer

Alfred Angiola
Name of Chief Executive Officer

Sworn to before me this

26 day of May, 2021

Kathleen Kelly
Notary Public

KATHLEEN KELLY
NOTARY PUBLIC, State of New York
No. 01KE5082571
Qualified in Suffolk County
Commission Expires July 28, 2021

7. Compliance with Law.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

Signature

FRANCIS J. CASHIN EVP

Printed Name and Title

5/26/21

Date

Certified: --

E-28-26

FILED WITH THE CLERK OF THE NASSAU COUNTY LEGISLATURE FEBRUARY 17, 2026 4:17PM

NIFS ID: CLPW26000005

Capital: **X**

Contract ID #: **CFPW21000011**

NIFS Entry Date: **01/09/2026**

DPW Contract Number: **B90406-01DS**

Department: Public Works

Service: **On-Call Building Design-B90406-01DS Amendment No. 1**

Term: **The Current Term of the Original Agreement shall be extended by 1 year, so that the termination date, as amended by this Amendment, shall be August 28, 2026. The Department shall have the right to extend the Amended Term for up to 1 year.**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension: **X**		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Spectorgroup 11, LLP** DBA: **Spector Group Architects**	ID#:**113140734**
Main Address: **220 Crossways Park Drive West Woodbury, NY 11797**	
Main Contact: **Linda Bauer**	
Main Phone: **(516) 365-4240**	

Department:
Contact Name: **Valiant Yeung**
Address: **NCDPW** **1194 Prospect Avenue** **Westbury, NY 11590**
Phone: **(516) 571-6881**
Email: **vyeung@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,cpetrucci@nassaucountyny.gov**

Contract Summary

Purpose: Amendment #1 for the On-Call Building Design Services contract for DPW's building construction group to provide extension of time to continue design services in emergency/time sensitive situations or whenever special expertise is required.
Procurement History: An RFP was issued on 7/2/2019. Twelve (12) firms submitted responses to the RFP. The top five (5) firms

ranking firms, including Spector Group, were selected. The original agreement was extended by letter until 8/28/2025. This amendment is seeking to retroactively extended term for one year until 8/28/2026 and provide for an additional optional one-year extension.

Description of General Provisions: Spector Group will provide on-call building design services for DPW's building construction group in emergency/time sensitive situations, whenever special expertise is required.

Impact on Funding / Price Analysis: No change to the contract maximum. Amendment is for a one-year extension of time with an option to renew for one additional year. Project 90406.

Change in Contract from Prior Procurement: Extension of Time

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 08/28/2021

Original procurement method: Request for Proposals

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 90406 000	01	$0.01
Project Number 90406 Project Detail 000								
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	107
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$0.01
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	01/09/2026 02:00PM	Approved
NIFS Final Approval	Loretta Dionisio	01/09/2026 02:03PM	Approved
Final Approval	Loretta Dionisio	01/09/2026 02:03PM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	01/09/2026 02:03PM	Approved
Final Approval	Loretta Dionisio	01/09/2026 02:03PM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	01/09/2026 03:22PM	Approved
Approval as to Form	Julie Silverstein	01/13/2026 11:58AM	Approved
NIFS Approval	Mary Nori	02/02/2026 02:39PM	Approved
Final Approval	Mary Nori	02/02/2026 02:39PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	01/09/2026 02:11PM	Approved
NIFA Approval	Christopher Nolan	01/30/2026 03:44PM	Approved
Final Approval	Christopher Nolan	01/30/2026 03:44PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	02/02/2026 02:43PM	Approved
DCE Compliance Approval	Robert Cleary	02/11/2026 04:14PM	Approved
Vertical DCE Approval	Arthur Walsh	02/17/2026 02:36PM	Approved
Final Approval	Arthur Walsh	02/17/2026 02:36PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	02/17/2026 03:46PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO THE PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SPECTORGROUP 11, LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with SpectorGroup 11, LLP, to provide emergency/time sensitive on-call building design services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with SpectorGroup 11, LLP.

AMENDMENT NO. 1

THIS AMENDMENT No. 1 (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii)) SpectorGroup 11, LLP., (Spector Group) having an office at 220 Crossways Park Drive West, Woodbury, NY 11797 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number B90406-01DS between the County and the Firm, executed on behalf of the County on August 28, 2021 (the "Original Agreement"), the Firm performs architectural/engineering services for the County in connection with design, which services are more fully described in Exhibit "A" of the Original Agreement ("Services"); and

WHEREAS, the maximum Amount of Consideration that the County agreed to reimburse the Firm for professional services under the original Agreement, as full compensation for the Services, was One Million Dollars ($1,000,000.00); and

WHEREAS, the Commissioner extended the Original term by letter to August 28, 2025; and

WHEREAS, the Term may be extended by the Department, in its sole discretion, for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date, and the County and the Firm both desire to have the Firm continue the Services through the completion of various projects currently in the design stages; and

WHEREAS, the County and the Firm desire to further amend the original Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Amendment, the parties agree as follows:

Amended Term. The Current Term of the Original Agreement shall be extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment, shall be August 28, 2026 (the "Amended Expiration Date"). Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend the Amended Term for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Amended Expiration Date, and the County and the Firm both desire to have the Firm continue the Services through the completion of various projects, where the Services

are required to complete the projects. The Agreement so extended shall be on the same terms, conditions, and covenants as during the initial term except that the Amended Expiration Date shall be modified in accordance with the notice of extension.
extended shall be on the same terms, conditions, and covenants as during the initial term except that the Amended Expiration Date shall be modified in accordance with the notice of extension.
shall be on the same terms, conditions, and covenants as during the initial term except that the Amended Expiration Date shall be modified in accordance with the notice of extension.

1. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties to the Agreement.

2. Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

SPECTORGROUP 11, LLP.

By: _____
Name: Marc B. Spector
Title: Owner / CEO
Date: 12/22/25

COUNTY OF NASSAU

By:_____
Name:_____
Title: Deputy County Executive
Date:_____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 22 day of DECEMBER in the year 2025 before me personally came MARC B. SPECTOR to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the PRINCIPAL of SPECTOR GROUP II, LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ARTHUR H. JOHNSON, JR
Notary Public - State of New York
No. 01JO6161479
Qualified in Nassau County
My Commission Expires February 26, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Spectorgroup 11, LLP

2. Amount requiring NIFA approval: $0.01

Amount to be encumbered: $0.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to The Current Term of the Original Agreement shall be extended by 1 year, so that the termination date, as amended by this Amendment, shall be August 28, 2026. The Department shall have the right to extend the Amended Term for up to 1 year.

Has work or services on this contract commenced? Yes

If yes, please explain: Amendment #1 for the On-Call Building Design Services contract for DPW's building construction group to

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other
Federal %	0	
State %	0	
County %	100	

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Amendment #1 for the On-Call Building Design Services contract for DPW's building construction group to provide extension of time to continue design services in emergency/time sensitive situations or whenever special expertise is required.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 01/30/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Marc B. Spector, FAIA state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Spectorgroup 11, LLP

Vendor's Address: 220 Crossways Park Drive West Woodbury NY US 11797

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 10/02/2025 02:14:24 pm

Lobbyist Registration and Disclosure Form: 10/24/2025 04:13:43 pm

Business History Form certified: 10/24/2025 04:11:55 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 10/03/2025 11:49:49 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Marc B. Spector, FAIA [MBSPECTOR@SPECTORGROUP.COM]
Date Certified	10/24/2025 04:16:38 pm

I, Marc B. Spector, FAIA hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Marc B. Spector, FAIA MBSPECTOR@SPECTORGROUP.COM

Name

Principal

Title

Spectorgroup 11, LLP

Name of Submitting Entity

11/03/2025 12:14:41 pm

Date

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Marc B. Spector, FAIA [MBSPECTOR@SPECTORGROUP.COM]

Dated: 10/02/2025 02:14:24 pm

Vendor: Spectorgroup 11, LLP

Title: CEO | Owner

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/02/2025

1) Proposer's Legal Name: Spectorgroup 11, LLP

2) Address of Place of Business: 220 Crossways Park Drive West

City: Woodbury State/Province/ Territory: NY Zip/Postal Code: 11797

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Partnership (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflicts Exist

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflicts Exist

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflicts Exist

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

If a conflict of interest arose with one of our consultants, we would notify the county and adhere to the county's guidelines.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/07/1993

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Principal
Marc B. Spector FAIA –[redacted]
[redacted]

MBS Architectural Services –[redacted]
[redacted]

1 File(s) uploaded: Aii.pdf

iii) Name, address and position of all officers and directors of the company. If none, explain.

Principal
Marc B. Spector FAIA –[redacted]
[redacted]

1 File(s) uploaded: Aiii.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

20

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

1 File(s) uploaded: SPECTOR Design Brief 2025.pdf

viii) Copies of all state and local licenses and permits.

1 File(s) uploaded: Spector_Marc License 10_31_26.pdf

B. Indicate number of years in business.

60

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

1 File(s) uploaded: SPECTOR Design Brief 2025.pdf

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Tritec		
Contact Person	Jimmy Coughlan, Executive Vice President and Partner		
Address	9 Hawkins Avenue, Suite 3500		
City	Ronkonkoma,	State/Province/Territory	NY
Country	US		
Telephone	(631) 885-5814		
Fax #			
E-Mail Address	joc@tritecre.com		

Company	Curbcut Urban Partners		
Contact Person	Aaron Malinsky, President and CEO		
Address	38-01 Queens Boulevard		
City	Long Island City	State/Province/Territory	NY
Country	US		
Telephone	(917) 885-8314		
Fax #			
E-Mail Address	am@curbcutpartners.com		

Company	Sumitomo Corporation of Americas		
Contact Person	Matthew Pinella, Facilities Senior Manager		
Address	277 Park Avenue		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 207-0700		
Fax #			
E-Mail Address	matthew.pinella@sumitomocorp.com		

I, Marc B. Spector, FAIA , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Marc B. Spector, FAIA , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Name of submitting business: Spectorgroup 11, LLP

Electronically signed and certified at the date and time indicated by:
Marc B. Spector, FAIA MBSPECTOR@SPECTORGROUP.COM

Principal
Title

10/24/2025 04:11:55 pm
Date

Spector Group was formed in 1965 by Michael Harris Spector FAIA. Due to a succession, Spector Associates LLP was formed on December 4, 1997 and changed its name on April 11, 2006 to Spectorgroup 11, LLP d/b/a Spector Group. Spector Group has been in existence for 60 years.

Marc B. Spector FAIA –

MBS Architectural Services –

SPECTOR

A Spectorgroup 11, LLP Entity

Architecture | Interiors | Master Planning
Modular | Sustainability . Wellness

Marc B. Spector FAIA – [redacted]
[redacted]

SPECTOR

2025 Design Brief

SPECTOR

SPECTOR CONTACT

Marc B. Spector, FAIA | CEO, Owner
mbspector@spectorcompanies.com
516.817.5882 cell

New York Offices
220 Crossways Park Drive, Woodbury, NY
16 East 34th Street, New York, NY

Florida
216 NW 27th Street, Miami, FL
786.209.1651

Architecture • Interiors
Master Planning
Project Management

(re)Innovating Innovation.®

www.spectorcompanies.com



“Tomorrow’s Blueprint: Innovative Architecture for Sustainable Communities”

Envisioning a future where architectural elegance meets sustainable living, we seamlessly integrate cutting-edge architectural design with sustainable engineering solutions, aiming to create a vibrant, eco-friendly community living space that meets the evolving demands of urban lifestyles

ABOUT US

SPECTOR pioneering multidisciplinary design with over six decades of global experience.

We focus on creating meaningful connections between people and their surroundings through design.

Our portfolio spans all sectors, including mixed-use, hospitality, multi-family residential, corporate, master planning, core and shell corporate campuses | interiors, core and shell upgrades, landlord representation, commercial, retail, government, and educational to workplaces for some of the top organizations around the world. Our work is driven by one-of-a-kind collaboration that encourages people to think outside of the box and create designs with lasting impact. Carbon Neutrality and Net Zero Energy principles of design and construction are part of our firms DNA.

60 **Years**
Designing
Forward

3 **Locations**
Woodbury, NY
New York, N
Miami, FL

100 **Design Giants**
Interior Design
Magazine

200+ **Design Awards**
American Institute
of Architects

SERVICES

- Architecture (including Design Architect, Architect of Record)
- Interior Design
- Master Planning
- Project Management
- Programming + Workplace Strategy
- Design Consulting
- In-House 3D Rendering Modeling/ BIM Revit/Autocad

CULTURE

From the very beginning, our company has been built on the idea of culture. We believe that it's not just about what we do, but who we are that makes us successful. We strive to create an environment where people can come together to achieve great things.

We invest in our team, so that they can be their best selves and be rewarded for their hard work. This has led to a strong and passionate team that is willing to go above and beyond for our clients and collaborators. Culture is at the core of everything we do, and it's what sets us apart from the rest. We believe that it's what makes us successful.

Thanks to our culture, we are able to focus on our multi-faceted businesses and serve our clients and collaborators to the best of our ability. We don't stop until we reach their goals. Thanks to our culture, we are able to be the best versions of ourselves, and we will continue to uphold these values in everything we do.



Core Differentiators

OUR VALUES

Through an unparalleled, truly unique company culture born out of family values; collaboration remains at the heart of our practice.





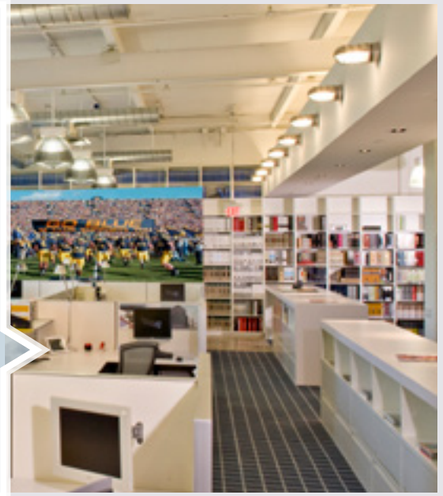
OUR TEAM

The entire project team is involved in every step of the design process – from Experience Strategy to project completion – resulting in thoughtful and cohesive design solutions that are on time and on budget.

OUR APPROACH

SPECTOR has consistently maintained an open, studio-like atmosphere promoting growth, perspective and innovation.

It is this duality – a constantly evolving, progressive company and a personalized (boutique) approach – that sets SPECTOR apart.









WHY US?

BOUTIQUE AT HEART

A mid-sized firm with the muscle of a 250 person firm and the design acumen of a boutique 15 person firm.

RELEVANT TENANT & LANDLORD EXPERIENCE

SPECTOR is well respected by both entities.

STRONG PRINCIPAL & SENIOR TEAM INVOLVEMENT

Involved in all aspects of the real estate, design and construction process.

WE COORDINATE EVERYTHING & EVERYONE

From concept to completion we've got you covered.

IT'S PERSONAL

We believe our best work stems from the culmination of the partnerships we form with clients, consultants and our team. This thinking drives our business, establishes long-lasting client relationships and enables us to live our tag line: Designing Partnerships.

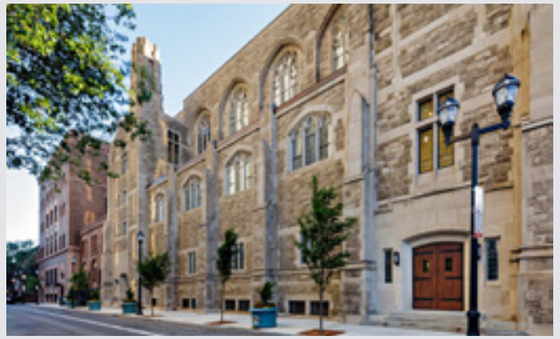
Corporate



Dealertrack Technologies
North Hills, New York



Pall Corporation Corporate Headquarters
Port Washington, New York



Audible Innovation Cathedral
Newark, New Jersey



Indeed
Austin, Texas



SONY Western Regional Operations Center
San Jose, California



CA Technologies World Headquarters
Islandia, New York



RXR Plaza
Uniondale, New York



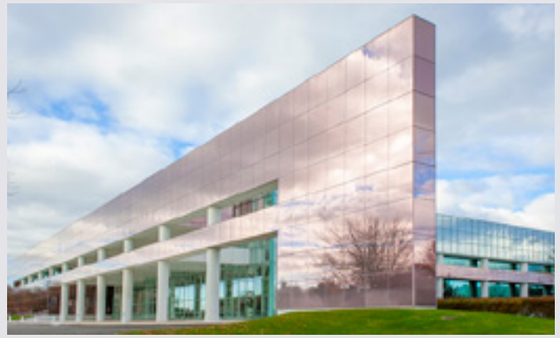
900 Stewart Avenue
Garden City, New York



Bancker Construction Corporate Headquarters
Islip, New York



Nikon USA Headquarters
Melville, New York



Islandia Pavilion
Islandia, New York



Garden City Plaza
Garden City, New York



DEALERTRACK TECHNOLOGIES CORPORATE HEADQUARTERS | North Hills, New York

















PALL CORPORATION CORPORATE HEADQUARTERS | **Port Washington, New York**









RXR PLAZA | Uniondale, New York





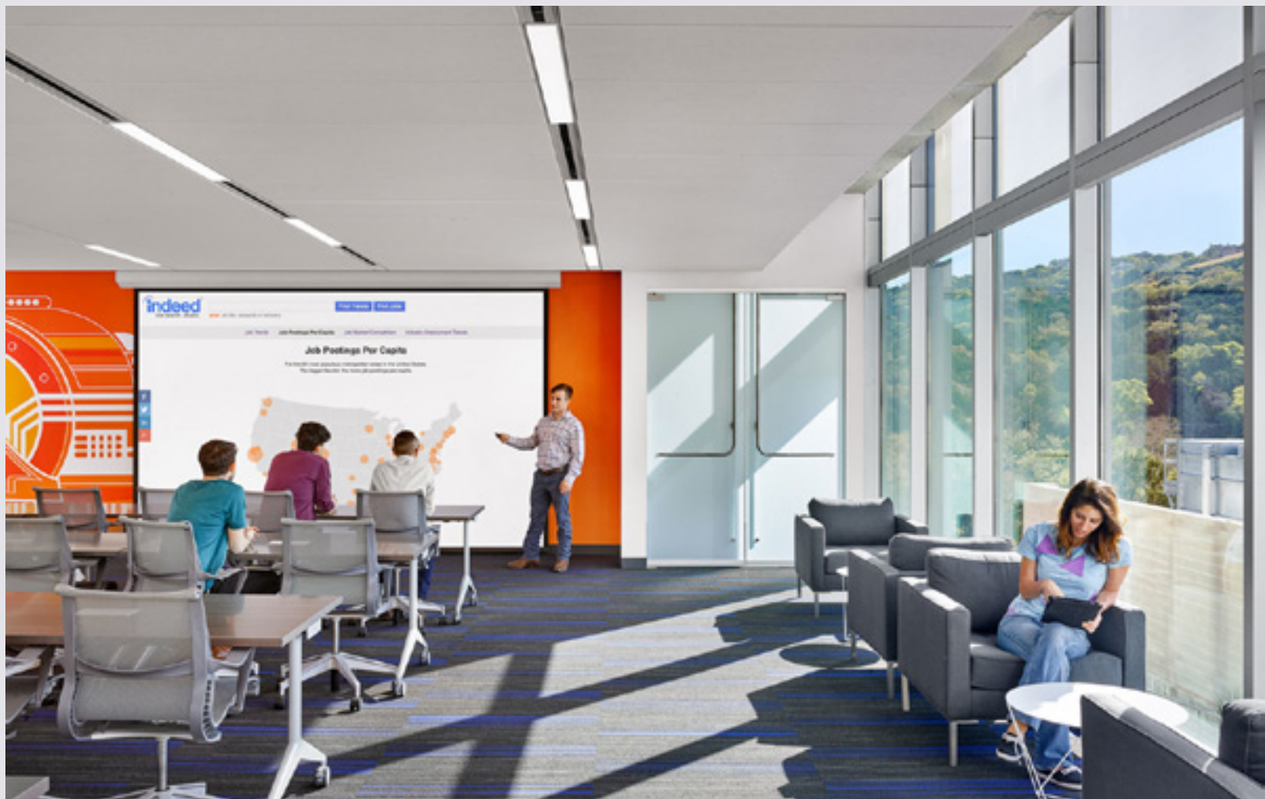


INDEED | **Austin, Texas**


indeed
indeed






indeed
Job Postings Per Capita



SONY WESTERN REGIONAL OPERATIONS CENTER | San Jose, California







Government | Institutional



Alfonse M. D'Amato United States Courthouse
Central Islip, New York



Nassau County Police Department Center For Law
Enforcement and Intelligence, Garden City, New York



Nassau County Family and Matrimonial Courts
Mineola, New York



Science and User Support Center
National Brookhaven Laboratory, Upton, New York



Glen Oaks Club
Old Westbury, New York



Kings Point Village Hall and Police Station
Kings Point, New York



Nassau University Medical Center Ambulatory Pavilion
East Meadow, New York



Bronx Behavioral Health Center
Bronx, New York



National Museum of Naval Aviation
Pensacola, Florida



Temple Judea Holocaust Resource Centrer
Manhasset, New York



Roslyn Firehouse
Roslyn, New York



Bronx Behavioral Health Center Master Plan
Bronx, New York



DAVID S. MACK CENTER FOR TRAINING AND INTELLIGENCE | **Garden City, New York**








NCPD
NCPD



NASSAU COUNTY FAMILY AND MATRIMONIAL COURTS | **Mineola, New York**



ALFONSE M. D’AMATO UNITED STATES COURTHOUSE AND FEDERAL OFFICE BUILDING | Central Islip, New York



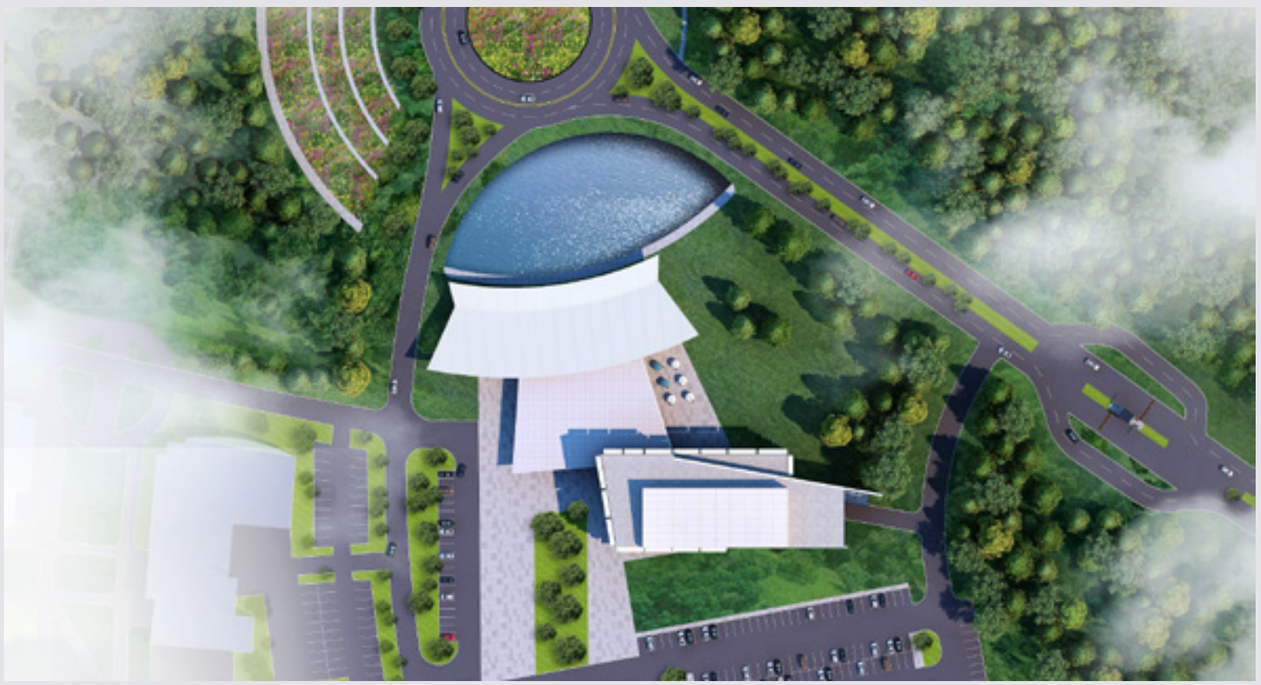






SCIENCE AND USER SUPPORT CENTER (SUSC) | Brookhaven National Laboratory, Upton, New York







Educational



Stony Brook University Student Union
Stony Brook, New York



SUNY Old Westbury Campus Center
Old Westbury, New York



North Shore Academy
Great Neck, New York



St. Peter's College
Jersey City, New York



Long Island Univeristy CW Post Campus
Freshman Learnign Community Project, Greenvale, NY



Suffolk County Community Center New Learning Center
Selden, New York



Suffolk County Community College Science Building
Selden, New York



Solomon Schechter School
Roslyn, New York



Wheatley School
East Williston, New York



Center Moriches Secondary School Campus
Center Moriches, New York



Birch Wathen Lenox School
New York, New York



Schreiber School
Port Washington, New York



SUNY STONY BROOK UNIVERSITY STUDENT UNION | Stony Brook, New York


STONY
BROOK
UNION















SUNY OLD WESTBURY CAMPUS CENTER | **Westbury, New York**









NORTH SHORE HEBREW ACADEMY | **Great Neck, New York**



















INWOOD ACADEMY | **New York, New York**









Mixed-Use | Multi-Family



30 Washington Street
Brooklyn, New York



25 Washington Street
Brooklyn, New York



Villas on Manhasset Bay
Manorhaven, New York



Harbor Pointe
Stamford, Connecticut



Georgia Center
Queens, New York



The Pearl
Brooklyn Bridge



New Downtown Mixed-Use Center
New Rochelle, New York



Lower Manhattan Mixed-Use
New York, New York



WA Luxury Condominiums
Harlem, New York



EL Mirador
Bronxchester, New York



Residential Towers
Stamford, Connecticut



STATION YARDS | RONKONKOMA, NEW YORK







CHALLENGER 60 | **Ridgefield Park, New Jersey**







HARBOR POINTE | **Stamford, Connecticut**


COSTA COFFEE




iMac
blackberry

45 HARRISON STREET | **New Rochelle, New York**


45







32E57 | New York, New York







RAILROAD STREET TOD REDEVELOPMENT | **Riverhead, New York**






LOCAL
DINE
LOCAL
BAR
LOCAL
DINE
LOCAL
BAR
LOCAL
DINE
LOCAL
BAR

Sports and Entertainment



The (re)Imagination of Madison Square Garden
New York, New York



Oceans Aquarium NYC
New York, New York



New York Cosmos Stadium Complex
New York



Under Armor Stadium and Long Island Soccer Academy
Long Island, New York



Nassau Coliseum, New York Islanders
Long Island, New York



Battery Ice Arena - Proposed NY Ranger Practice Facility
New York, New York



The Lighthouse
Uniondale, New York



Riverhead Riverfront Redevelopment Project
Riverhead, New York



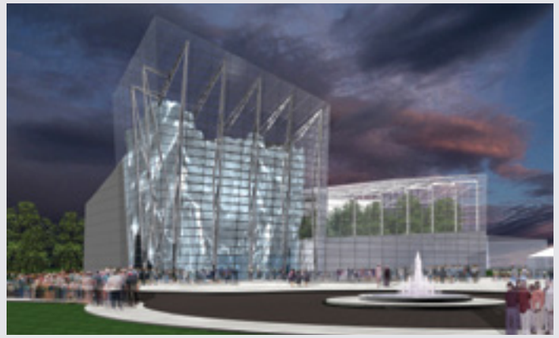
Epcal Center
Riverhead, New York



Beacon Pointe
Sayreville, New Jersey



Museum Row
Uniondale, New York



The Long Island Aquarium
Long Island, New York



THE (RE) IMAGINATIN OF MADISON SQUARE GARDEN | **New York, New York**


PENN STATION
Subway
Long Island Rail Road
Shops





NEW YORK COSMOS STADIUM COMPLEX | **Long Island, New York**













UNDER ARMOR STADIUM AND LONG ISLAND SOCCER ACADEMYH CMPLEX | Long Island, New York





NASSAU COLISEUM, NEW YORK ISLANDERS | **Long Island, New York**



THE LIGHTHOUSE | Uniondale, New York


SPORTS COMPLEX
Coffee Freak


COLISEUM







RIVERHEAD REDEVELOPMENT PROJECT | **Riverhead, New York**







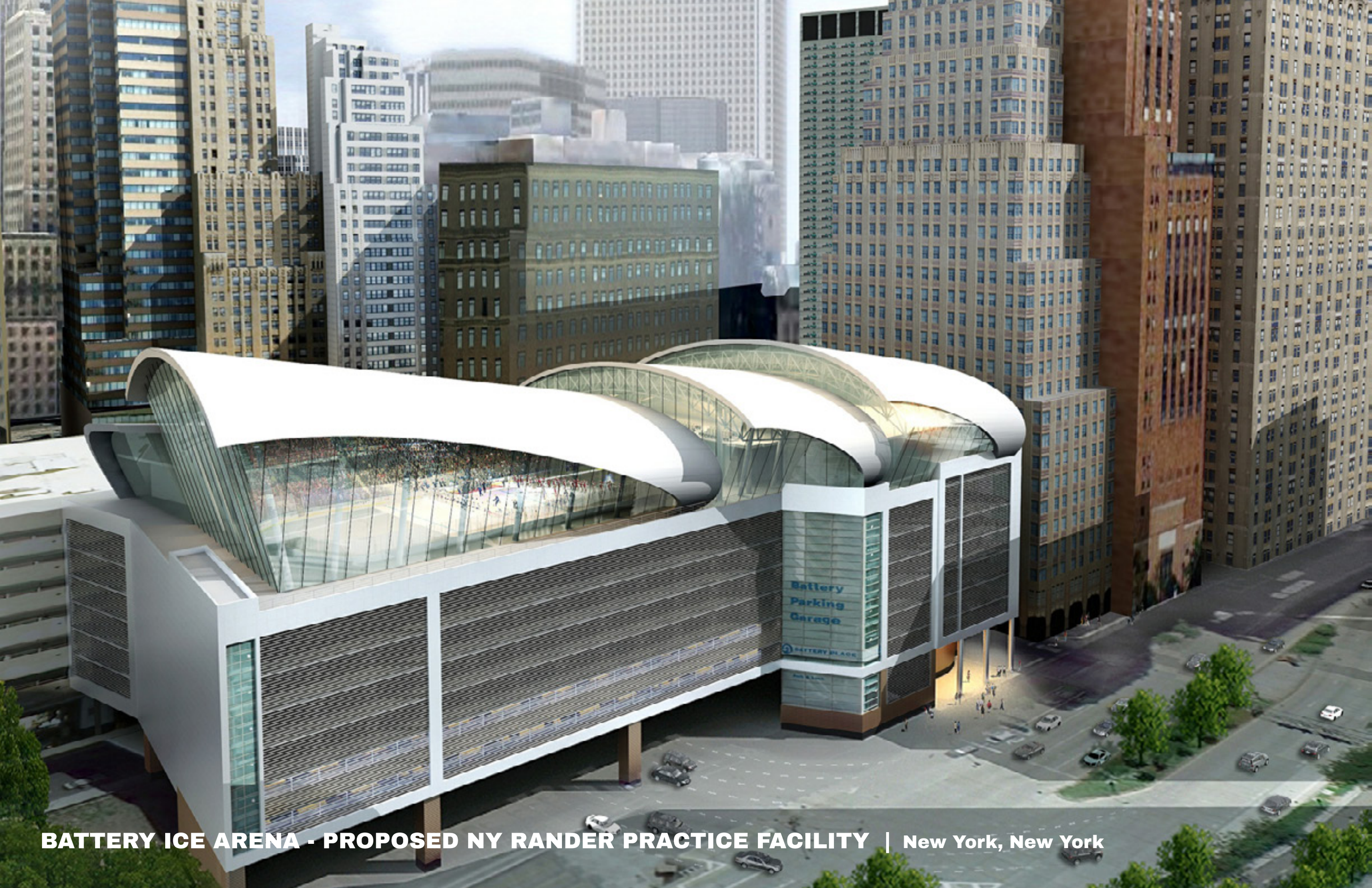


EPCAL CENTRE | **Riverhead, New York**









BATTERY ICE ARENA - PROPOSED NY RANDER PRACTICE FACILITY | **New York, New York**


Battery
Parking
Garage


VERITIX


VERITIX



SPORTIME PICKLEBALL | **New York Metropolitan Area, New York**


DIADEM
SPORTIME
8
12


DIADEM
ADEM
SPORTIME
8
12


SPORTIME
HEAD
3
2


HEAD
4



OCEANS NYC | New York, New York



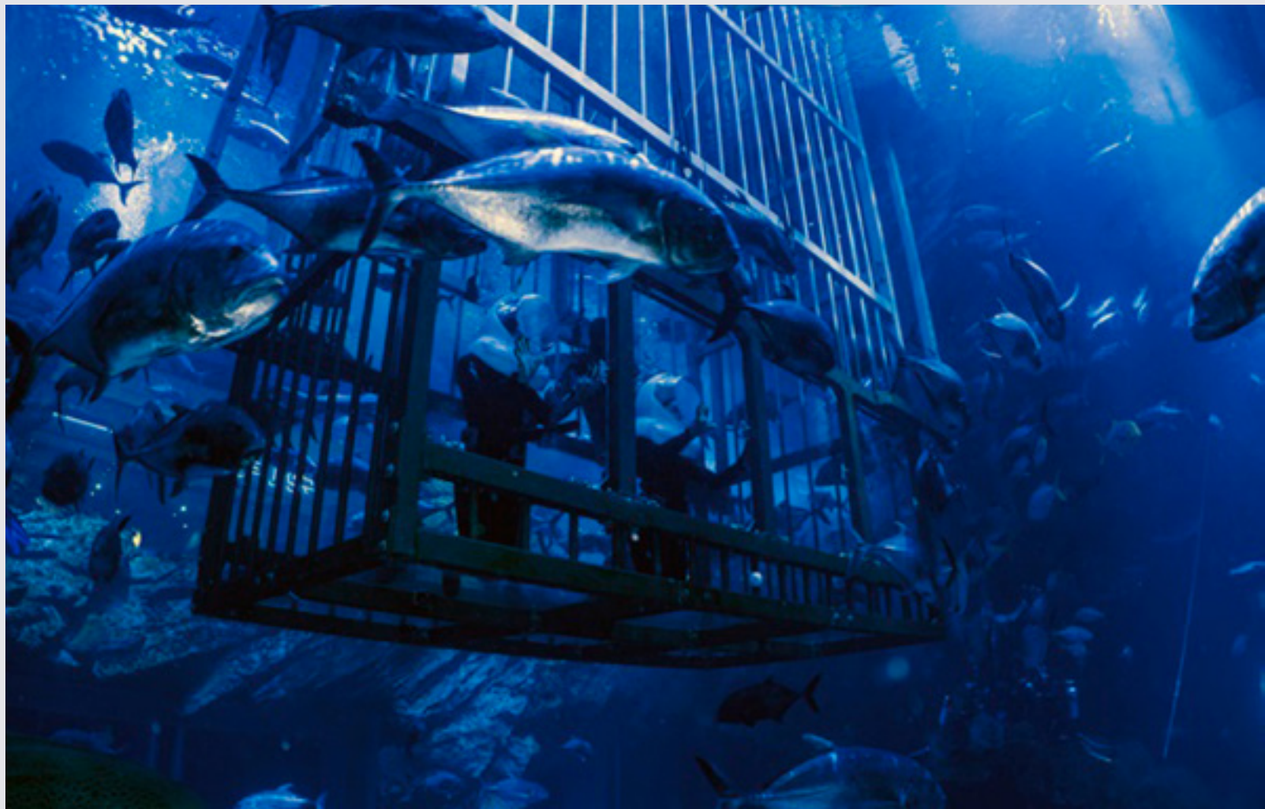














ONONDAGA COUNTY AQUARIUM | **Onondaga, New York**





MUSEUM ROW AND THE LONG ISLAND AQUARIUM | Long Island, New York

Commercial



Brookfield Place
New York, New York



Brookfield Place Shops
New York, New York



Brookfield Place Hudson Eats
New York



JPMorgan Chase 390 Madison Flagship
New York, New York



Mercedes-Benz Manhattan
New York, New York



Volkswagen Audi Manhattan
New York, New York



Dumbo Heights Redevelopment
Brooklyn, New York



The Factory
Long Island City, New York



Source Mall
Long Island, New York



30 Montgomery
Jersey City, New Jersey



60 Wall
New York, New York



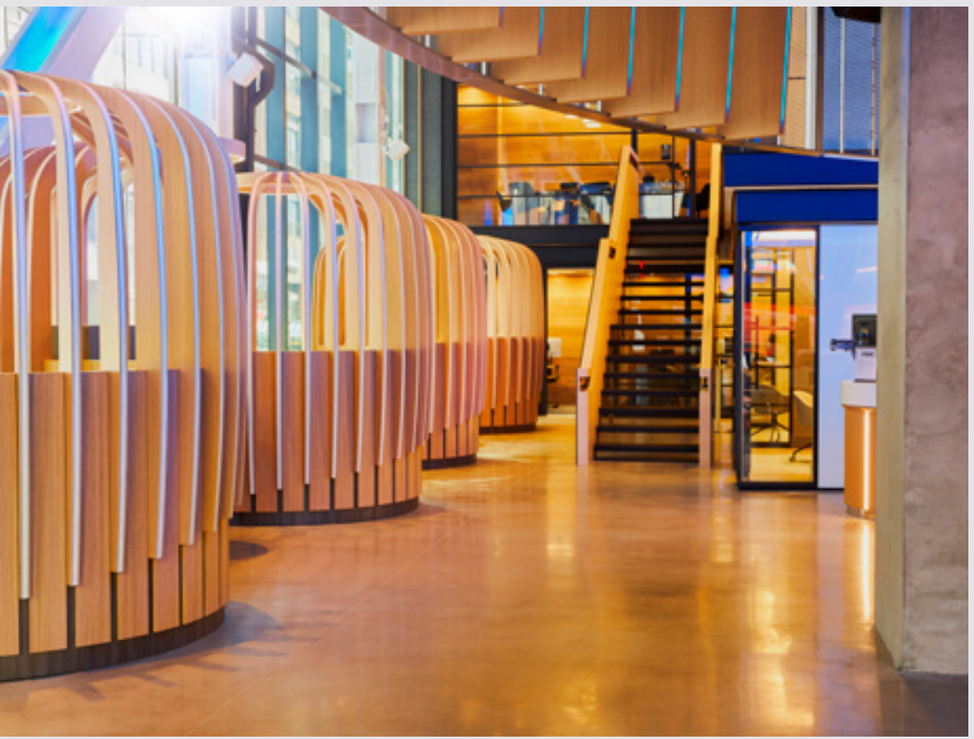
Rebirth of the Buffalo Central Terminal
Buffalo, New York



JPMORGAN CHASE RETAIL FLAGSHIP | 390 Madison Avenue, New York




390
CHASE
CHASE





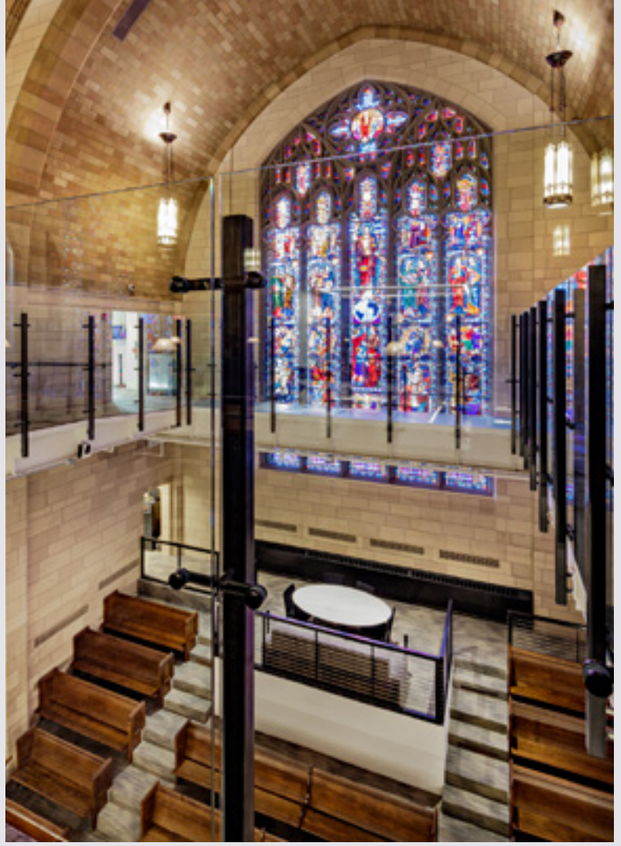




AUDIBLE INNOVATION CATHEDRAY | **Newark, New Jersey**

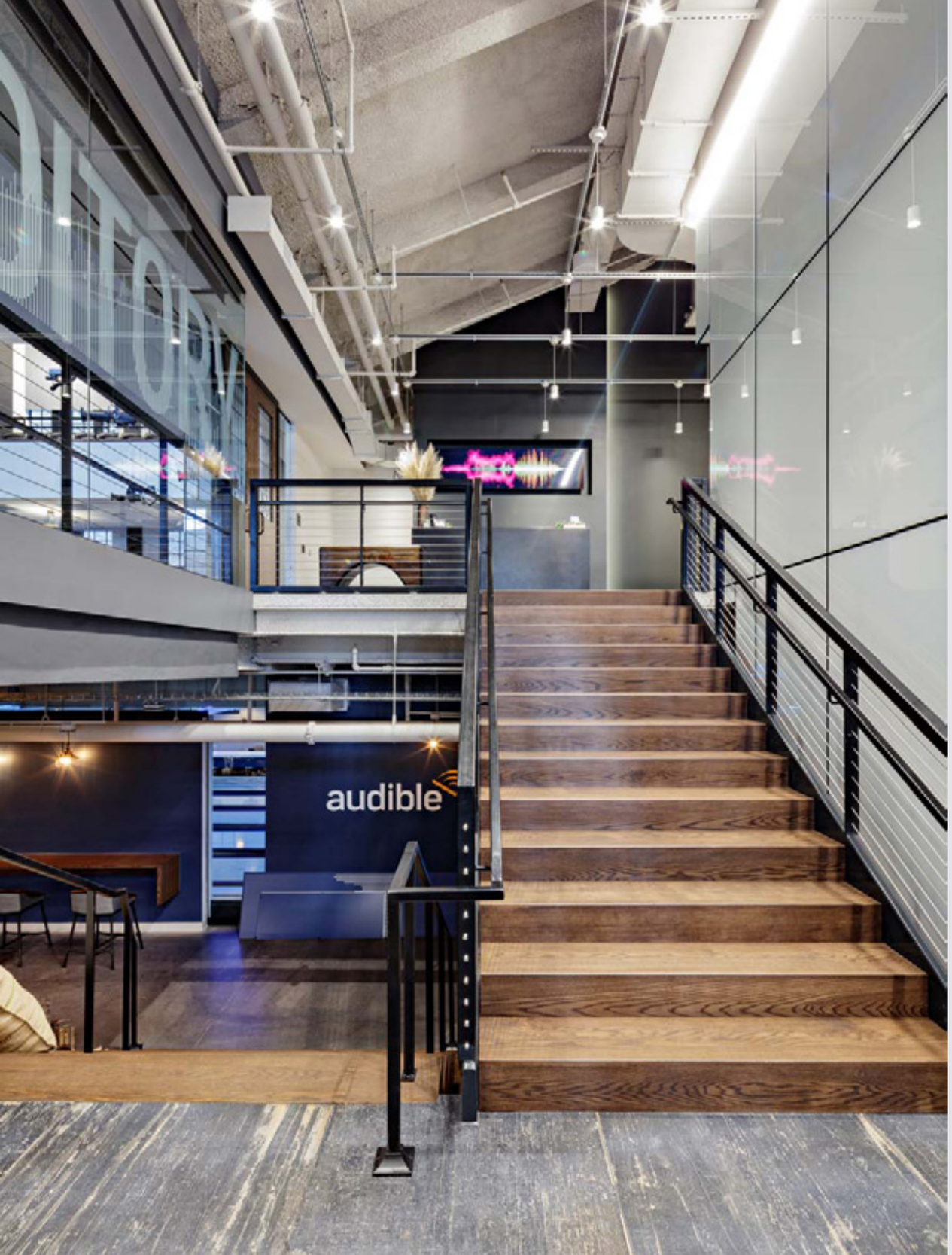

EXIT










audible







60 WALL | **New York, New York**












PIZZA ONE
Hamburger BOX


caffeeparadise
SNAKs



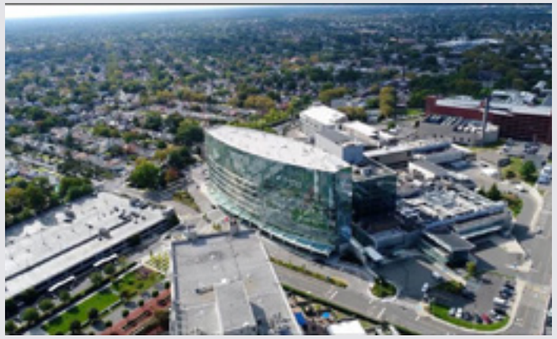
REBIRTH OF THE BUFFALO CENTRAL TERMINAL | **Buffalo, New York**



Healthcare



Bucharest University Medical Center
Bucharest, Romania



Northwell Health | Long Island Jewish Medical Center
Lake Success, New York



Nassau University Medical Center New Ambulatory Pavilion, East Meadow, New York



New York Presbyterian Morgan Stanley Children's Hospital, New York, New York



NYS Office of Mental Health | Bronx Behavioral Health Center Master Plan, Bronx, New York



NYS Office of Mental Health | Bronx Residential Village
Bronx, New York



Pall Corporation R&D and Laboratories
Port Washington, New York,



Brookhaven National Laboratory Science and Support Center, Upton, New York



Mt. Sinai Kravis Children's Hospital
New York, New York



SCCC Life Sciences Center
Selden, New York



Stony Brook Medicine
Ronkonkoma, New York



The Well
New York, New York

NYS OFFICE OF MENTAL HEALTH, BRONX BEHAVIORAL HEALTH CENTER | **Bronx, New York**






BRONX CAMPUS
NYC
Children's Center





NASSAU UNIVERSITY MEDICAL CENTER NEW AMBULATORY PAVILION | East Meadow, New York



NEW YORK PRESBYTERIAN MORGAN STANLEY CHILDREN'S HOSPITAL | New York, New York


RAVITY JUST FOR THE RIDE


EMERGENCY







MT. SINAI KRAVIS CHILDREN'S HOSPITAL | New York, New York




Size It Up
Mídelo
Stretch
Your Thinking
Amplía tu
razonamiento


426

STONY BROOK MEDICINE | **Ronkonkoma, New York**







Hospitality



New York Hilton
New York, New York



Hyatt Place
Hackensack, New Jersey



Marriott Courtyard Hotel and Mixed-Use Building
Riverhead, New York



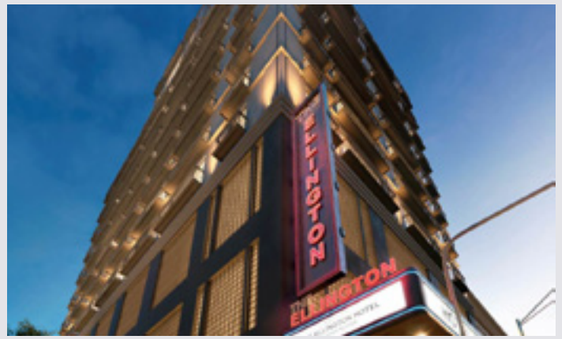
The Well
New York, New York



Glen Oaks Club
Old Westbury, New York



Engineers Country Club
Roslyn Harbor, New York



The Duke Ellington Hotel



Towers
Miami, Florida



Seawane Club
Hewlett, New York



Somerset Hilton
Somerset, New Jersey



Avant Gardner
Brooklyn, New York



THE WELL | **New York, New York**

















GLEN OAKS CLUB | **Old Westbury, New York**

















AVANT-GARDNER | **Brooklyn, New York**


EXIT

Workplace | Lifeplace



Sumitomo Corporation of America
New York, New York



Northern Trust
New York, New York



Flexpoint Ford
New York, New York



Ocean Commons
Lakewood, New Jersey



Total Fire Protection
Woodbury, New York



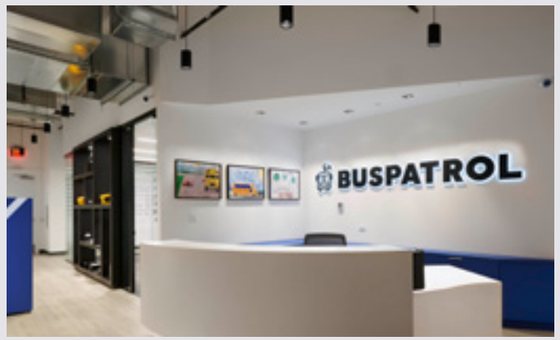
Northwestern Mutual
New York, New York



New Mountain Capital
New York, New York



Marcum, LLP
Nationwide



BusPatrol
Long Island, New York



300 East 42nd Street
New York, New York



WME
New York, New York



Bancker Construction
Long Island, New York

FLEXPOINT FORD | New York, New York











TOTAL FIRE PROTECTION | **Woodbury, New York**



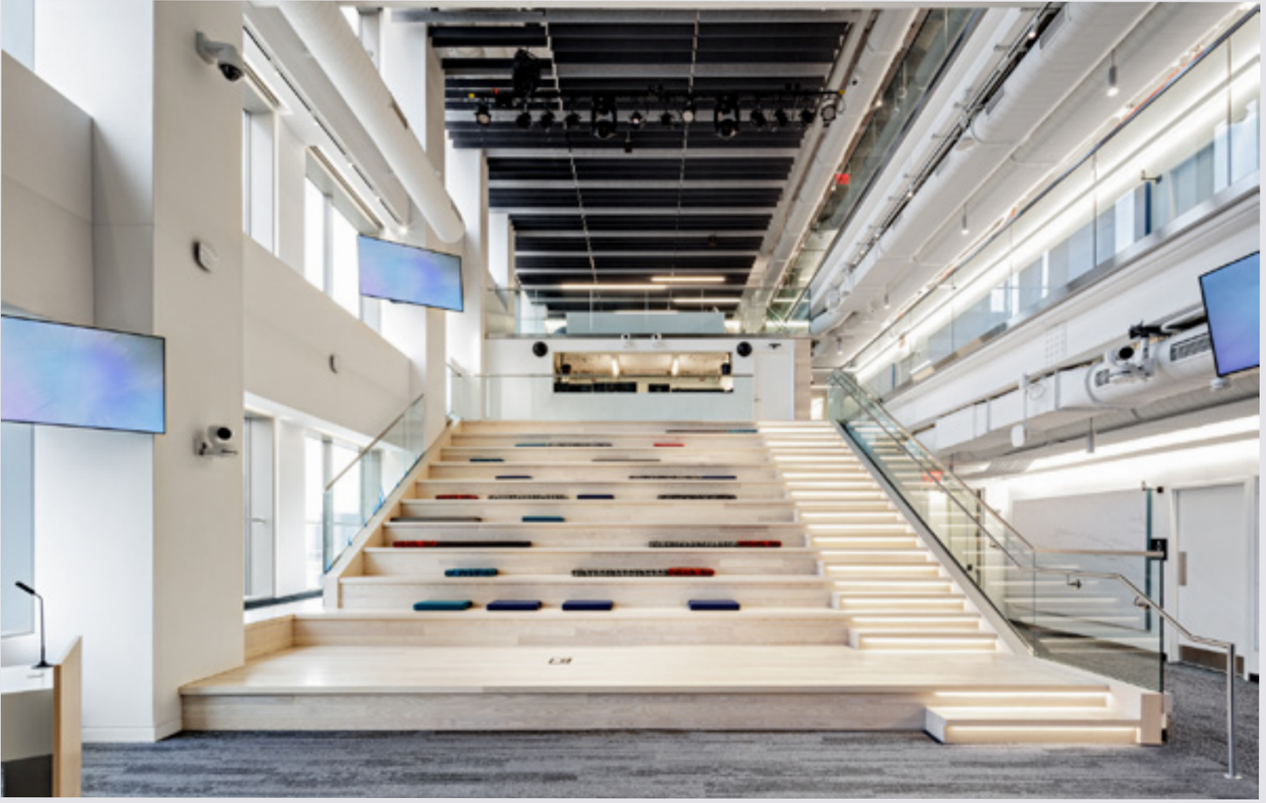








AVANT-GARDNER | **Brooklyn, New York**




WELCOME




EXIT
WELCOME

NEW MOUNTAIN CAPITAL | **Brooklyn, New York**











MARCUM LLP | **Nationwide**











WME | **New York, New York**











BANCKER CONSTRUCTION | **Long Island, New York**


TEAM


IF WE DO IT TOGETHER
WE SUCCEED TOGETHER
TEAM


T TOGETHER
ED TOGETHER
TEAM


BANCKER

To: Licensee/Registrant

- Please review the Registration Certificate below to be sure the information on it is correct.
- If any of the information is not correct, please contact us at OPREGFEE@mail.nysed.gov or (518) 474-3817, Ext. 410.
- If the information is correct, sign above the Licensee/Registrant block and please destroy any previous Registration Certificates you may have, as certificates with incorrect information are not valid and should not be kept.
- Should your address or name change, please notify us as described on the reverse and a new certificate will be issued.

UPON RECEIPT OF THIS REGISTRATION CERTIFICATE YOUR PREVIOUSLY ISSUED REGISTRATION CERTIFICATE IS NULL AND VOID. PLEASE DESTROY THE PREVIOUSLY ISSUED REGISTRATION CERTIFICATE.

SEE BACK FOR IMPORTANT INFORMATION

The University of the State of New York
Education Department
Office of the Professions
REGISTRATION CERTIFICATE
Do not accept a copy of this certificate

License Number: [redacted] Certificate Number: [redacted]

SPECTOR MARC BRIAN
220 CROSSWAYS PARK W,
WOODBURY NY 11797-0000

is registered to practice in New York State through 10/31/2026 as a(n)
ARCHITECT

LICENSEE/REGISTRANT

EXECUTIVE SECRETARY

COMMISSIONER OF EDUCATION

Sarah A. Benson
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

This document is valid only if it has not expired, name and address are correct, it has not been tampered with and is an original - not a copy. To verify that this registration certificate is valid or for more information please visit ***www.op.nysed.gov.***

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Marc B. Spector, FAIA
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: Spectorgroup 11, LLP
   City: Woodbury State/Province/ Territory: NY Zip/Postal Code: 11797
   Country US
   Telephone: 5163654240

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/07/1993	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Marc B. Spector, FAIA , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Marc B. Spector, FAIA , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Spectorgroup 11, LLP

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Marc B. Spector, FAIA MBSPECTOR@SPECTORGROUP.COM

Principal

Title

10/24/2025 04:16:38 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Spectorgroup 11, LLP

Address: 220 Crossways Park Drive West

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Partnership (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Aiii.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

1 File(s) uploaded: Aii.pdf

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Marc B. Spector, FAIA [MBSPECTOR@SPECTORGROUP.COM]

Dated: 10/03/2025 11:49:49 am

Title: Principal

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

SPECTOR

A Spectorgroup 11, LLP Entity

Architecture | Interiors | Master Planning
Modular | Sustainability . Wellness

Marc B. Spector FAIA –
[redacted]

Long Island
220 Crossways Park West
Woodbury New York 11797
516 365 4240

New York
16 East 34th Street
New York New York 10016
212 998.8181

Miami
Wynwood Garage
360 NW 27th Street
Miami, Florida 33127
786.209.1651

architecture@spectorcompanies.com
www.spectorcompanies.com

Spector Group was formed in 1965 by Michael Harris Spector FAIA. Due to a succession, Spector Associates LLP was formed on December 4, 1997 and changed its name on April 11, 2006 to Spectorgroup 11, LLP d/b/a Spector Group. Spector Group has been in existence for 60 years.

Marc B. Spector FAIA – [redacted]

MBS Architectural Services – [redacted]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/6/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PG Genatt Group LLC
3333 NEW HYDE PARK RD
SUITE 409
NEW HYDE PARK NY 11042

CONTACT NAME: Alyson Graziosi
PHONE (A/C, No, Ext): 516-869-8788 **FAX (A/C, No):** 516-470-0338
E-MAIL ADDRESS: agraziosi@crpgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Twin City Fire Insurance Company	29459
INSURER B : Beazley Insurance Company Inc.	37540
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SPECGROU
Spectorgroup 11, LLP
dba Spector Group Architects
220 Crossways Park Drive West
Woodbury NY 11797

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	Y		[redacted]	7/16/2025	7/16/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		1[redacted]	7/16/2025	7/16/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y		[redacted]	7/16/2025	7/16/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	PROFESSIONAL LIABILITY			[redacted]	5/15/2025	5/15/2026	5,000,000 5,000,000 50,000	PER CLAIM AGGREGATE RETENTION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
(C) CRIME: POLICY# 107672415: CARRIER: TRAVELERS CASUALTY AND SURETY: EFFECTIVE 7/21/2025: EXPIRATION: 7/21/2026: LIMITS: $1,000,000: RETENTION: $10,000
On-Call Building Design-B90406-01DS Amendment 01

County of Nassau is included as additional insured as required by written contract.

CERTIFICATE HOLDER

County of Nassau
Dept of Public Works
1194 Prospect Avenue
Westbury, NY 11590

CANCELLATION 30 DAY NOTICE APPLIES

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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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: November 25, 2025

SUBJECT: Recommendation to Amend Professional Services Agreements with All On-Call Building Design Firms **[RETROACTIVE]**
Agreement No.: B90406-01DC – Cashin – CFPW21000015 (*08/28/2025 Expiration)*
Agreement No.: B90406-01DH – H2M – CFPW21000010 (*10/08/2025 Expiration)*
Agreement No.: B90406-01DL – LiRo – CFPW21000014 (*09/17/2025 Expiration)*
Agreement No.: B90406-01DN – Nelson & Pope – CFPW21000013 (*08/28/2025 Expiration)*
Agreement No.: B90406-01DS – Spector – CFPW21000011 (*08/28/2025 Expiration)*

These requested amendments will amend the County's contracts with On-Call Building Design Firms, to extend the expiration of services under the terms of the original agreements until new contracts for these same services are fully executed. An RFP was issued on July 2, 2019 and twelve (12) firms submitted proposal responses to the RFP. The top five (5) firms were selected and awarded contracts.

These contracts were extended through their optional two-year extensions via letters from the Commissioner with termination dates falling between the dates of August 28, 2025 and October 8, 2025. On that basis, this memo and these amendments shall be retroactive to their respective effective expiration dates. It was the intention of this Department to solicit new contracts for On-Call Building Design services in 2025, prior to the expiration of the 2019 contract, however, delays in processing this procurement have occurred, primarily lack of County resources to draft, review and process said solicitation. The term extension being requested is one (1) year plus an optional additional one (1) year.

LiRo's contract capacity shall also be amended and increased by $1 million to enable a fair bidder pool of all firms with awarded contracts, in the spirit of the initial RFP. LiRo has insufficient remaining capacity to be awarded additional missions. All other firms have sufficient remaining capacity.

It is the intent of this Department to amend the existing agreements to extend these services until new contract for the same services are fully executed. This is necessary to ensure the ability of the Department to procure these support services in a timely manner. The proposed rates extended to these Firms under these agreements are also lower than the rates that will be proposed against the new solicitation.

In our professional judgment, it is in the County's best interest, and represents the best value to the County, to have this Department, upon your approval, shall begin preparing these contract amendments.

Subject: Recommendation to Amend Professional Services Agreement with
All On-Call Building Design Firms
Agreement No.: B90406-01DC – Cashin – CFPW21000015
Agreement No.: B90406-01DH – H2M – CFPW21000010
Agreement No.: B90406-01DL – LiRo – CFPW21000014
Agreement No.: B90406-01DN – Nelson & Pope – CFPW21000013
Agreement No.: B90406-01DS - Spector – CFPW21000011

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:DT:ss
c: Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to the Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner of Administration
Robert Labaw, Chief Architect
Valiant Yeung, Architect III
Francis Antetomaso, Assistant to the Deputy Commissioner
Robert Mitchell, Sean Chow, Gus Xenakis, Jacobs

APPROVED:

Arthur T. Walsh — Date
Chief Deputy County Executive

DISAPPROVED:

11/25/25

Arthur T. Walsh — Date
Chief Deputy County Executive

DCL#

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

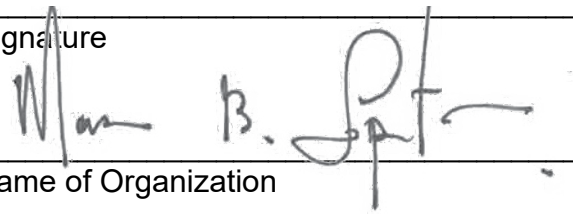
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Marc B. Spector, FAIA | Principal

Signature



m/d/yy

10/02/2025

Date

Name of Organization

Spectorgroup 11, LLP

Address of Organization

220 Crossways Park West, Woodbury, NY 11797

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

June 28, 2023

Spector Group
220 Crossways Park West
Woodbury, New York 11797

Att: Mr. Marc B. Spector, FAIA

Re.: CONTRACT NO: B90406-01DS
TITLED: "On-Call" Building Design Services

To Whom It May Concern:

You are hereby advised that a two (2) year extension of time is granted to August 28, 2025, on the above referenced agreement.

Please be aware that all other terms and stipulations of the agreement remain in effect.

Should you have any questions regarding the foregoing, you may contact Mr. Robert LaBaw, at 571-6812.

Very truly yours,

Kenneth G. Arnold, P.E.
Commissioner of Public Works

KGA:DT:jd
c: Roseann D'Alleva, Deputy Commissioner of Public Works
Douglas Tuman, Deputy Commissioner of Public Works
Robert LaBaw, Architect IV
Valiant Yeung, Architect III
Matt Duffy, Auditing Assistant III, Office of the Comptroller

E-96-21
Certified: 31-AUG-21 -- SALFANO

NIFS ID:CFPW21000011 Department: Public Works

Capital: X

SERVICE: On-Call Building Design-B90406-01DS

Contract ID #:CFPW21000011 NIFS Entry Date: 15-APR-21 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: **SpectorGroup 11, LLP**	Vendor ID#: [redacted]
Address: 220 Crossways Park Drive West Woodbury, NY 11797	Contact Person: Marc Spector
	Phone: 516 / 365-4240

Department:
Contact Name: Robert LaBaw
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone: 516 / 571-6812

Routing Slip

Department	**NIFS Entry: X**	**15-APR-21 -- LDIONISIO**
Department	**NIFS Approval: X**	**15-APR-21 -- KARNOLD**
DPW	**Capital Fund Approved: X**	**15-APR-21 -- KARNOLD**
OMB	**NIFA Approval: X**	**19-APR-21 -- CNOLAN**
OMB	**NIFS Approval: X**	**16-APR-21 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**19-APR-21 -- AAMATO**
County Atty.	**Approval to Form: X**	**16-APR-21 -- DMCDERMOTT**

CPO	**Approval: X**	**20-APR-21 -- KOHAGEN**
DCEC	**Approval: X**	**21-APR-21 -- JCHIARA**
Dep. CE	**Approval: X**	**21-APR-21 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**28-APR-21 -- JSCHANTZ**
Legislature	**Approval: X**	**14-JUN-21 -- CALBERT**
Comptroller	**Deputy: X**	**30-JUL-21 -- JSCHOEN**
NIFA	**NIFA Approval: X**	**18-AUG-21 -- MWORSHAM**

Contract Summary

Purpose: This is an agreement with Spector Group to provide on-call building design services for DPW's building construction group in emergency/time sensitive situations or whenever special expertise is required.
Method of Procurement: RFP was issued 7/2/19 - 12 proposals were received
Procurement History: RFP was issued. Twelve (12) firms submitted responses to the RFP. The top five (5) firms ranking firms, including Spector Group, were selected.
Description of General Provisions: Spector Group will provide on-call building design services for DPW's building construction group in emergency/time sensitive situations, whenever special expertise is required.
Impact on Funding / Price Analysis: Maximum contract cap is One Million Dollars ($1,000,000.00) for a term of 2 years with an option to renew for 2 years. Project 90406.
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	**90**
Resp:	**406**
Object:	**00002**
Transaction:	**CF**
Project #:	**90406**
Detail:	**000**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.01
Other	$ 0.00
TOTAL	$ **0.01**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/90406/00002/000	$ 0.01
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 0.01

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SPECTOR GROUP

WHEREAS, the County has negotiated a personal services agreement with Spector Group, for on-call building design services respecting Agreement No. B90406-01DS, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Spector Group.

LAURA CURRAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

"ON-CALL" BUILDING DESIGN SERVICES

DIVISION OF ENGINEERING

AGREEMENT NO. B90406-01DS

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Spectorgroup 11 LLP dba Spectorgroup, having an office at 220 Crossways Park West, Woodbury, NY 11797 (the "Firm").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the two (2) year anniversary of the Commencement Date (the "Expiration Date"), unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date, for a possible total term of four (4) years. The decision to renew the contract will be at the sole discretion of the County. The Agreement, so extended, shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement.

entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services: Division of Engineering. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner of the Department or his or her duly designated deputy. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) not specifically set forth in Exhibit "A", (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs, renderings, Building Information Modeling (BIM) and Laser Scanning as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Premium pay for overtime work or night differential, if required by the specific task, shall be subject to the payment terms indicated in Exhibit "B".

(7) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **One Million ($1, 000,000.00**) dollars for each 2-year term.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subconsultants. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by Subconsultants in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document

or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent Contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Firm (a "Firm Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach

being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any

threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an indemnified party.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.

(d) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

(e) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subconsultants. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any Subconsultant hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the

Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of **Five Hundred and thirty three ($533)** dollars for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

By: _____

Name: Marc B. Specter

Title: Principal

Date: May 26, 2021

NASSAU COUNTY

By: _____

Name: BRIAN J. SCHNEIDER

Title: County Executive

Deputy County Executive

Date: 8-28-2021

PLEASE EXECUTE IN BLUE INK

[**Note to Departments**: County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 20 day of MAY in the year 2021 before me personally came MARC B SPECTOR to me personally known, who, being by me duly sworn did depose and say that he or she resides in the County of [redacted]; that he or she is the PRINCIPAL of SPECTOR GROUP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ARTHUR H. JOHNSON, JR
Notary Public - State of New York
No. 01JO6161479
Qualified in Nassau County
My Commission Expires February 26, 2023

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 28 day of MAY in the year 2021 before me personally came Brian Schneiderman to me personally known, who, being by me duly sworn did depose and say that he or she resides in the County of [redacted] that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2024
COMMISSIONED IN NASS COUNTY

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

ON-CALL BUILDING DESIGN SERVICES

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call operations assistance and design services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services for the County's Division of Engineering including, providing study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, constructability reviews, estimating, design reviews, surveys for County infrastructure, and other design related tasks on an as needed basis for various building and related projects, or to serve as an extension of County staff for various building and related projects, and any other design related engineering service.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site-specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the 'Mission") that provides a detailed description of the services required by the Department and the type of cost

estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

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EXHIBIT "B"

PAYMENT SCHEDULE

ON-CALL BUILDING DESIGN SERVICES

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

1. SERVICES

(a) Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of as specified in Appendix A attached hereto and made part hereof; or (iii) the terms delineated for the specific assigned task. The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

(b) Sub-consultants and Special Consultants

Sub-consultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Sub-consultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Sub-consultant or Special Consultant. The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary

increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule.

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EXHIBIT "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Firm shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Firm shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, up-gradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Firm will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, up-gradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Firm shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Firm's obligations herein.

(c) The Firm shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Firm shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Firm shall, in its advertisements and solicitations for Sub-consultants, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Sub-consultants must be equal opportunity employers.

(f) Firms must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Firms for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Sub-consultants so that, to the greatest extent feasible, all Sub-consultants will be approved prior to commencement of work. Any additions or changes to the list of Sub-consultants under the utilization plan shall be approved by the Commissioner of the Department

of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Firm to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Sub-consultant approval has been requested and prior to being granted, the contracting agency may require the Firm to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Firm to submit such documentation at any time after Sub-consultant approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Firm must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Firm must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Firm's Subcontracts and Firm's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Firm shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Firm shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Firm has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations,

shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Sub-consultant and shall complete all forms provided by the Executive Director or the Department Head relating to Sub-consultant utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Firms or Sub-consultants in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Firm shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Sub-consultant as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Firm, listing the procedures it has undertaken to procure Sub-consultants in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Firm" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a Firm, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Sub-consultant.

As used in this Appendix EE the term "County Firm" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Firm reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Firm welcomed bids and quotes from M/WBE Sub-consultants. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Firm's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Sub-consultants to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE Sub-consultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.

d. Proof or affidavit that M/WBE Sub-consultants were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Firm that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed

unqualified by the County Firm shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Firm must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Sub-consultants by the County Firm must also be included with the Best Effort Documentation

i. County Firms may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Firm.

As used in this Appendix EE, the term "Sub-consultant" shall mean a person or firm who performs part or parts of the contracted work of a prime Firm providing services, including construction services, to the County pursuant to a county contract. Sub-consultant shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime Firm that are necessary for the prime Firm to fulfill its obligations to provide services to the County pursuant to a county contract. Sub-consultant shall not include a supplier of materials to a Firm who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a Firm, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring Firms to retain or submit documentation of best efforts to utilize certified Sub-consultants and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

This cost proposal shall remain
in effect until December 31, 2019

APPENDIX A

COST PROPOSAL

(To be submitted in a separately sealed envelope)

Proposer: Spectorgroup 11, LLP d/b/a Spectorgroup

Sub-Consultants: Provide MWBE & SDVOB Utilization Plan

1.	Proposer's Multiplier:	2.5
2.	Proposer's Multiplier for Extra Services:	2.5
3.	Sub-Consultant Multiplier: (Cannot Exceed Proposer's Multiplier)	
	a. Bohler Engineering	2.5
	b. Ysrael A. Seinuk	2.5
	c. CSA	2.5
	d. JFK&M	2.33
	e. Ellana Inc.	2.42
	f. Shen Milsom Wilke	2.5

Attach staffing schedule with names, titles, and hourly rates. Maximum hourly rate ***with*** multiplier is $175.00.

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and

B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: _____
(Signature)

PRINT NAME: Marc B. Spector, FAIA **DATE**: July 31, 2019

EXHIBIT "C"

MAXIMUM WAGE RATE SCHEDULE

Long Island
220 Crossways Park West
Woodbury New York 11797
516 365 4240

New York
183 Madison Avenue
New York New York 10016
212 599 0055

Spectorgroup

www.spectorgroup.com

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
"ON-CALL" BUILDING DESIGN | RFP #PW-B90406-01D
COST PROPOSAL

July 31, 2019

Name	Title	[redacted]
Spectorgroup		
Marc B Spector	Principal	
Joseph Randazzo	Project Manager	
Paul Anderson	Project Manager	
Thomas Scotto	Project Manager	
Arthur Johnson	Project Manager	
Michael Mannetta	Project Designer	
Bryan Richter	Project Designer	
Christina Smyrni	Project Manager	
John Machovec	Project Architect	
Justin Stetzer	Project Architect	
Laura Lievano	Project Architect	
Brett Gullborg	Project Architect	
Joseph Suserman	Project Architect	
Danielle Schmidt	Project Architect	
Sam Chen	Senior Project Architect	
Ryan Butler	Junior Planner	
Carl Ricaurte	Junior Planner	
Tim Greening	Junior Planner	
Ana Maria Ramirez	Junior Planner	
Danni Wang		
Jaime Cortez	Support Architect	
Stephanie Bias	Materials Specialist	

Bohler Engineering		[redacted]
Joseph A. Deal, PE	Principal	
Eric Jeter	Professional Engineering Manager	
Alek Kociski	Project Engineer	
Gary Talbot	Senior Design Engineer	
T.J. Wilkinson	Design Engineer	
Ragin Pace	Staff Engineer	
Matthew J. Mrva, RLA	Sr. Prof. Landscape Arch Manager	
Leslie Fanger	Prof Landscape Architect Mgr	
Jason Miller	Professional Landscape Architect	
Elyse Gemme	Landscape Designer	

Name	Title
Bohler Engineering (continued from page 1)	
Greg Sawulski	Land Surveyor/Sr. Project Mgr.
Hunter Picard	Land Surveyor/Project Manager
Ken Stigner	Land Surveyor/Assist. Project Mgr.
Alban Bici	Senior Survey Technician
Andrew Yamashita	Survey Technician
Mihaela Popescu	Assistant Survey Technician
Tom Galligan	Permit Manager
Kevin Reim	Assistant Permit Manager
Christine Manos	Project Coordinator
Eric Jeter	Hearing Attendance & Testimony/Night

Ysrael A. Seinuk, P.C.	
George Ozga, P.E.	Principal
Roman Detyna, P.E.	Project Manager
Reinaldo Rojas	Sr. Project Engineer
Piotr Michalik	Project Engineer
Tyson Eng	Senior Inspector
Prem Chinkan	Senior Drafter
Vlad Schneider	Drafter

* Principal rate will not include multiplier

CSA Group	
Norman Hinsey, PE, ,LEED AP	MEP Engineer of Record
Corneliu Vinatoru, PhD, PE	Dept. Mgr Electric Engineer
Marius Blanaru	Senior Electrical Engineer
Pratik Jain	Senior Electrical Engineer
Jose Prats	Senior Electrical Engineer
Arthur Arena	Electrical Engineer
Safid Bakar	Electrical Engineer
Nicholas Ladomirak	Electrical Engineer
Juan Rios	Junior Electrical Engineer
Joel Torres	Junior Electrical Engineer
Zhu Heng Zheng, PE	Dept. Mgr HVAC Engineer
Angel L. Fernandez, LEED AP	Dept. Mgr PL/FP Engineer
Walter Chan	Senior Mechanical Engineer
David Bahar	Senior Mechanical Engineer
Bharat Patel	Senior Mechanical Engineer
John Valentin	Mechanical Engineer
Walter Hunte	Mechanical Engineer
Alfredo Vargas	Mechanical Engineer
Anthony Daoud	Junior Mechanical Engineer

Name	Title
CSA Group (continued from page 2)	
Mark Luterek	Junior Mechanical Engineer
Jessy Lugo	Junior Mechanical Engineer
Juan Florez	Sr. CAD
Kelvin Rosario	CAD

*3% escalation per year

JFK&M	
Cindy Feinberg, PE	Principal-in-Charge
Paul Novak	Sr. Fire Alarm Engineer
Thomas Ribarich	Sr. Plumbing/FP Engineer

Eliana Inc.	
Andrew Denyer AVS	Senior Cost Manager
	Senior Estimator
	Estimator

Shen Milsom Wilke	
Anthony Bontomase Robert Haddad	Partner/Principal
	Associate Principal
	Sr. Associate
	Sr. Consultant
	Associate
	Consultant
	Associate Consultant
	CADD
	Staff

+/- 30% of cost proposal will be designated for W/MBE, SDVOB Consultants

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   Marc B. Specter (Name)

   220 Crossways Park West, Woodbury NY 11797 (Address)

   516-365-4240 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has ✓ _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ _____ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

May 26, 2021
Dated

Signature of Chief Executive Officer

Marc B. Spector
Name of Chief Executive Officer

Sworn to before me this

26 day of MAY, 2019. 21

Notary Public

ARTHUR H. JOHNSON, JR
Notary Public - State of New York
No. 01JO6161479
Qualified in Nassau County
My Commission Expires February 26, 2023

7. Compliance with Law.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

Signature

Marc B. Spector, Principal

Printed Name and Title

5/26/2021

Date

Certified: --

E-29-26

FILED BY THE CLERK OF THE NASSAU COUNTY LEGISLATURE FEBRUARY 17, 2026 3:59PM

NIFS ID: CLPW26000002

Capital: **X**

Contract ID #: **CFPW21000022**
NIFS Entry Date: **01/09/2026**
DPW Contract Number: **T62461-01D**

Department: Public Works

Service: **FED AID-Merrick Ave Signal Expansion T62461-01D PIN 0761.44 Amendment 2**
Term: **No change to contract term**
Contract Delayed: **X**

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds: **X**		
Blanket Resolution:		
Revenue:	Federal Aid: **X**	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **L.K. McLean Associates Engineering & Surveying, D.P.C.**	ID#:**112667189**
Main Address: **437 South Country Road Brookhaven, NY 11719**	
Main Contact: **Robert Steele**	
Main Phone: **(631) 286-8668**	

Department:
Contact Name: **Michael Hagan**
Address: **NCDPW** **1194 Prospect Avenue** **Westbury, NY 11590**
Phone: **(516) 571-7019**
Email: **mhagan@nassaucountyny.gov,ldionisio@nassaucountyny.gov,CPetrucci@nassaucountyny.gov,Ekobel@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the original contract was for design services for the Merrick Avenue Signal Expansion Project (T62461-01D, PIN 0761.44). The design and construction will allow Nassau County to replace traffic signals and communications equipment to improve safety, maximize roadway capacity and minimize delays along Merrick Avenue. The purpose of this Amendment No. 2 is to provide additional funds to complete the design plans due to additional design efforts.

Procurement History: RFP was issued 8/24/20. Eight (8) proposals were received and evaluated and LKMA was selected. The agreement was extended by letter until 2/14/2024. Amendment No. 1 extended the term 24 months until 2/13/2026. Amendment

No. 2 is seeking to provide an additional $40,000.00 in funding to complete the design plans.

Description of General Provisions: The purpose of the original contract was for design services for the Merrick Avenue Signal Expansion Project (T62461-01D, PIN 0761.44). The design and construction will allow Nassau County to replace traffic signals and communications equipment to improve safety, maximize roadway capacity and minimize delays along Merrick Avenue. The purpose of the amendment is to provide additional funds to enable the consultant to complete the design plans.

Impact on Funding / Price Analysis: The maximum amount of Amendment No. 2 is $40,000.00 increasing the original contract cap from $629,179.64 to $669,179.64, The funds are available under capital project 62461.

Change in Contract from Prior Procurement: Additional Funds.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 02/14/2022

Original procurement method: Request for Proposals

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 62461 144	01	$40,000.00
Project Number 62461 Project Detail 144								
						TOTAL		**$40,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	107
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$40,000.00
Other	$0.00
Total	**$40,000.00**

Routing Slip

Department			
NIFS Entry	Loretta Dionisio	01/09/2026 07:37AM	Approved
NIFS Final Approval	Loretta Dionisio	01/09/2026 07:37AM	Approved
Final Approval	Loretta Dionisio	01/09/2026 09:57AM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	01/09/2026 09:58AM	Approved
Final Approval	Loretta Dionisio	01/09/2026 09:58AM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	01/09/2026 10:45AM	Approved
Approval as to Form	Julie Silverstein	01/13/2026 01:18PM	Approved
NIFS Approval	Mary Nori	02/02/2026 03:08PM	Approved
Final Approval	Mary Nori	02/02/2026 03:08PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	01/09/2026 01:04PM	Approved
NIFA Approval	Christopher Nolan	01/30/2026 03:46PM	Approved
Final Approval	Christopher Nolan	01/30/2026 03:46PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	02/02/2026 03:30PM	Approved
DCE Compliance Approval	Robert Cleary	02/09/2026 05:28PM	Approved
Vertical DCE Approval	Arthur Walsh	02/17/2026 02:36PM	Approved
Final Approval	Arthur Walsh	02/17/2026 02:36PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	02/17/2026 03:49PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A SECOND AMENDMENT TO THE PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND L.K. MCLEAN ASSOCIATES ENGINGEERING & SURVEYING, D.P.C.

WHEREAS, the County has negotiated a second amendment to a personal services agreement with L.K. McLean Associates Engineering & Surveying, D.P.C., to provide additional design services for the Merrick Avenue Signal Expansion Project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the second amendment to the agreement with L.K. McLean Associates Engineering & Surveying, D.P.C.

AMENDMENT No. 2

This AMENDMENT (this "Amendment No. 2"), made and entered as of October 14, 2025, by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and (ii) Louis K. McLean Associates Engineers & Surveyors, D.P.C., formerly known as Louis K. McLean Associates Engineers & Surveyors, P.C. (the "Firm") having its principal office at 437 South Country Road, Brookhaven, NY 11719.

W I T N E S S E T H:

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for services under the Original Agreement, T62461-01D, as full compensation for the Services, was Six Hundred Twenty-Nine Thousand One Hundred Seventy-Nine Dollars and Sixty-Four Cents ($629,179.64).

WHEREAS, both parties agree that it is necessary to amend the maximum amount to be paid to the Firm.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

Payment. Section 3(a) Amount of Consideration shall be increased by Forty Thousand Dollars ($40,000.00), so that the total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed Six Hundred Sixty-Nine Thousand One Hundred Seventy-Nine Dollars and Sixty-Four Cents ($669,179.64) (Amended Maximum Amount). Payment for Services shall be made in accordance with the rates and term provided in the Original Agreement.

Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

Full Force and Effect. All other conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

FIRM LK McLean Associates Engineering & Surveying DPC

By: _____

Name: Robert Steele, PE

Title: President & CEO

Date: 1/5/26

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~) Suffolk

On the 5th day of Jan. in the year 2026 before me personally came Robert Steele to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Pres & CEO of LK McLean Assoc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Christine Wiegand
NOTARY PUBLIC

CHRISTINE WIEGAND
NOTARY PUBLIC, State of New York
No. 01WI6210359, Suffolk County
Commission Expires August 17, 2029

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 202_ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COUNTY OF NASSAU

DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: October 29, 2025

SUBJECT: Contract No: T62461-01D
Merrick Ave Signal Expansion PIN 0761.44
Amendment No. 2
Louis K McLean Associates Engineers and Surveyors
PC Responsibility Determination Memo

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above- referenced contract.

NYS Standard for State and Municipal Contract Approval

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements." NY CLS St. Fin §163 (1) (c). This standard is equivalent to the standard applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance - to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

SUBJECT:
October 29, 2025

Contract No: T62461-01D
Merrick Ave Signal Expansion PIN 0761.44
Amendment No. 2
Louis K McLean Associates Engineers and Surveyors PC
Responsibility Determination Memo

Financial and Organizational Capacity

The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

1. Legal Authority
   Vendor is not debarred. Vendor possesses requisite licenses.

2. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

3. Past Performance
   Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health,

safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.

Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate

whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.

A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Review of Vendor Information

Vendor reports a lawsuit commenced by the Town of Huntington against it alleging breach of contract in designing a dock complex for the Town. The letter attached to the Vendor's Business History form explains Vendor's position regarding the allegations in the Town's complaint. The letter was provided after a meeting with the Department. At the meeting with the Department, Vendor explained that, despite the lawsuit, the Town of Huntington continues to award contracts to LKMA. Additionally, Vendor has provided numerous positive reference letters from municipal clients for whom the firm has

SUBJECT:
October 29, 2025

Contract No: T62461-01D
Merrick Ave Signal Expansion PIN 0761.44
Amendment No. 2
Louis K McLean Associates Engineers and Surveyors
PC Responsibility Determination Memo

designed docks, marinas and/or bulkheads. Letter and references are attached to this memorandum. The volume of positive references far outweighs one allegation of poor work. Finally, Vendor has consistently performed quality work for the County on numerous projects. The Department has concluded that the vendor is a responsible vendor for the performance of the scope of work in Contract T62461-01D PIN 0761.44.

Jane Houdek
Attorney for DPW
JH:pl

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: L.K. McLean Associates Engineering & Surveying, D.P.C.

2. Amount requiring NIFA approval: $40,000.00

Amount to be encumbered: $40,000.00

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to No change to contract term

Has work or services on this contract commenced? Yes

If yes, please explain: The purpose of this Amendment No. 2 is to provide additional funds to complete the design plans due to

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)	X	Other	

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The purpose of the original contract was for design services for the Merrick Avenue Signal Expansion Project (T62461-01D, PIN 0761.44). The design and construction will allow Nassau County to replace traffic signals and communications equipment to improve safety, maximize roadway capacity and minimize delays along Merrick Avenue. The purpose of this Amendment No. 2 is to provide additional funds to complete the design plans due to additional design efforts.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 01/30/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Elizabeth Richardson state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: L.K. McLean Associates Engineering & Surveying, DPC

Vendor's Address: 437 South Country Road Brookhaven NY US 11719

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 08/21/2025 02:16:35 pm

Lobbyist Registration and Disclosure Form: 08/21/2025 02:17:18 pm

Business History Form certified: 10/23/2025 09:57:17 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 08/21/2025 02:17:56 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	James DeKoning [JDEKONING@LKMA.COM]
Date Certified	11/21/2025 10:42:46 am

Principal Name	Robert Steele [RSTEELE@LKMA.COM]
Date Certified	11/21/2025 08:49:25 am

Principal Name	Keith Masseria [KMASSERIA@LKMA.COM]
Date Certified	11/21/2025 08:21:38 am

Principal Name	Christopher Dwyer [CDWYER@LKMA.COM]
Date Certified	11/21/2025 08:16:57 am

Principal Name	Christine Belson [CBELSON@LKMA.COM]
Date Certified	10/24/2025 08:07:12 am

Principal Name	Tamara Stillman [TSTILLMAN@LKMA.COM]
Date Certified	10/23/2025 10:41:09 am

Principal Name	Matthew Jedlicka [MJEDLICKA@LKMA.COM]
Date Certified	10/23/2025 10:10:05 am

I, Elizabeth Richardson hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Elizabeth Richardson ERICHARDSON@LKMA.COM

Name

Marketing

Title

L.K. McLean Associates Engineering & Surveying, DPC

Name of Submitting Entity

11/21/2025 10:46:52 am

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/23/2025

1) Proposer's Legal Name: L.K. MCLEAN ASSOCIATES ENGINEERING & SURVEYING, D.P.C.

2) Address of Place of Business: 437 South Country Road

City: Brookhaven State/Province/ Territory: NY Zip/Postal Code: 11719

Country: US

Address: 25 NEWBRIDGE ROAD

City: HICKSVILLE State/Province/ Territory: NY Zip/Postal Code: 11801

Country: US

Start Date: End Date:

3) Mailing Address (if different): 437 South Country Road

City: Brookhaven State/Province/ Territory: NY Zip/Postal Code: 11719

Country: US

Phone: (631) 286-8668

Does the business own or rent its facilities? Both If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) D.P.C.

1 File(s) uploaded: LKMADPC Engineering & Surveying Cert thru 7.31.2026.pdf

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest

would not exist for your firm in the future.

We would notify the County if we became aware of any conflicts of interest or appearance of a conflict. For a construction inspection project we would also notify the County if we had a conflict of interest with the contractor performing the work.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/01/1950

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

see attachment

1 File(s) uploaded: 2025 Vendor Disclosure Statement for NC.pdf

iii) Name, address and position of all officers and directors of the company. If none, explain.

see attachment

1 File(s) uploaded: 2025 Vendor Disclosure Statement for NC.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

78

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Recent projects for NCDPW include Lawrence Pipe Drainage Improvements; Silver Lake Park Improvements; Barnum Island/Harbor Isle Drainage Study; Wheatley Road Drainage Solution and Parsonage Creek Bulkhead.

viii) Copies of all state and local licenses and permits.

2 File(s) uploaded: LKMA Eng Cert 2023-2026.pdf, LKMA Survey Cert 2023-2026.pdf

B. Indicate number of years in business.

75

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

see attached

1 File(s) uploaded: Atty + Refs.pdf

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	SCDPW		
Contact Person	Alex Prego, PE, Active Chief Engineer		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4002		
Fax #			
E-Mail Address	william.hillman@suffolkcountyny.gov		

Company	NYSDOT		
Contact Person	Ken Murphy, PE		
Address	250 Veterans Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 952-6654		
Fax #			
E-Mail Address	ken.murphy@dot.ny.gov		

Company	Town of Hempstead		
Contact Person	Jeff Tierney, Deputy Commissioner of Engineering		
Address	350 Front Street		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 812-3483		
Fax #			
E-Mail Address	jefftie@hempsteadny.gov		

I, Elizabeth Richardson , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Elizabeth Richardson , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: LK McLean Associates Engineering & Surveying, DPC

Electronically signed and certified at the date and time indicated by:
Elizabeth Richardson ERICHARDSON@LKMA.COM

Marketing
Title

10/23/2025 09:57:17 am
Date

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

LK MCLEAN ASSOCIATES ENGINEERING & SURVEYING DPC
437 SOUTH COUNTRY ROAD
BROOKHAVEN, NY 11719-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2024 TO 12/31/2026.

BETTY ROSA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0021276 DUPLICATE

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

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LK MCLEAN ASSOCIATES ENGINEERING & SURVEYING DPC
437 SOUTH COUNTRY ROAD
BROOKHAVEN, NY 11719-0000

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 08/01/2023 TO 07/31/2026.

BETTY ROSA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0020705 DUPLICATE

L.K. McLean Associates Engineering & Surveying, D.P.C.
Vendor Disclosure Statement Information

Table of Organization

Officers – 5% or more:

Name	Title
Robert Steele, PE	President/CEO
James DeKoning, PE	Vice President
Christopher Dwyer	Vice President
Keith Masseria, PE	Vice President
Matthew Jedlicka, LEED AP	Principal
Name	**Title**
Tamara Stillman, PLS	Shareholder
Christine Belson	Shareholder



Shareholders:
Robert A. Steele, PE
James L. DeKoning, PE
Keith Masseria, PE
Christopher Dwyer
Tamara Stillman, PLS,
Matthew Jedlicka, LEED AP
Christine Belson

Board of Directors:
Robert A. Steele, P.E., President/CEO
James L. DeKoning, P.E., Vice President
Keith Masseria, P.E., Vice President
Christopher Dwyer, Vice President
Tamara L. Stillman, P.L.S., Assistant Secretary

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

LOUIS K MCLEAN ASSOCIATES ENGINEERS & SURVEYORS PC
437 SOUTH COUNTRY ROAD
BROOKHAVEN, NY 11719-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2024 TO 12/31/2026.

CERTIFICATE NUMBER
0021276

BETTY ROSA
COMMISSIONER OF EDUCATION

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

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LOUIS K MCLEAN ASSOCIATES ENGINEERS & SURVEYORS PC
437 SOUTH COUNTRY ROAD
BROOKHAVEN, NY 11719-0000

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 08/01/2023 TO 07/31/2026.

THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT
Excelsior
1784

BETTY ROSA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0020705

Attorneys at Law
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1001 Franklin Avenue, Garden City, New York 11530
T. 516.294.8844 F. 516.294.8202
www.lbcclaw.com

Daniel A. McFaul, Jr.
Partner
dmcfaul@lbcclaw.com

March 12, 2020

VIA EMAIL and REGULAR MAIL
jhoudek@nassaucountyny.gov

Jane M. Houdek, Esq.
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590-2723

Re: Louis K. McLean Associates Engineers & Surveyors, P.C.
LBCC File No. 3630-103257

Dear Ms. Houdek:

We represent Louis K. McLean Engineers & Surveyors, P.C. ("LKMA") in a recent lawsuit commenced by the Town of Huntington (the "Town") involving the design of the Woodbine Marina (the "Marina") in Northport, New York (the "lawsuit"). Pursuant to your request, this letter shall provide you with the background facts and circumstances involving the lawsuit. Please note that this letter is for the Nassau County Department of Public Works only and shall not be publically disseminated, nor is it intended to be used for the purposes of the lawsuit.

LKMA was retained by the Town pursuant to a written agreement in August, 2011 to provide professional design services for the reconstruction of the Marina. LKMA prepared its final design after several design changes were made at the direction of the Town Engineering Department. The final design, including the Town's directed changes, was approved by the Town Engineering Department.

According to the Town, in approximately 2016 or prior, the Marina sustained damage as a result of several winter storms. In an effort to assist the Town in addressing the damage sustained, LKMA provided additional design services at no cost which included the installation of wave screens at the entrances to the slips at the Marina. Thereafter, in December 2017, the Town sought additional input from LKMA regarding various options to protect the Marina including the installation of wave attenuators, wave screens and even a new fishing pier with gazebo. Despite receiving comment from LKMA at that time, the Town took no affirmative steps to implement any of those proposals. Since that time, it is alleged that the Marina has sustained further damage as a result of additional winter storms.

In March, 2019, the Town filed a Summons with Notice commencing a lawsuit against both LKMA and the dock manufacturer, Bellingham Marine. Upon learning of the filing of the lawsuit, even before being served, we reached out to the Town, on behalf of LKMA, to request a

meeting with the Town. The purpose of the meeting was to address the Town's concerns, educate the Town as to the development of LKMA's design (since the allegations in the lawsuit suggest that the Town forgot or was unaware of how the design came to fruition) and to reemphasize LKMA's continued willingness to work with the Town to resolve the issue. Following the meeting, we spoke to counsel for the Town and, once again, reiterated that LKMA was willing to continue to work toward a resolution, to which the Town's counsel was receptive.

Approximately 120 days after the Summons with Notice was filed, the Town served the Summons with Notice upon LKMA as statutorily required. In response, we served a Demand for the Complaint and the Town requested an extension of time to serve the Complaint until January 15, 2020. In the interim, we continued to engage in preliminary resolution discussions with counsel for the Town and counsel for Bellingham. Despite these discussions, the Town ultimately filed its Complaint. Immediately after filing the Complaint, counsel for the Town inquired if LKMA was still interested in engaging in resolution discussions. We responded in the affirmative. However, in in order to protect LKMA's interests, we filed an Answer on behalf of LKMA denying the material allegations alleged against LKMA asserted in the Complaint and asserted various affirmative defenses. Since the filing of LKMA's Answer, we have continued to engage in discussions with the Town and recently conducted an inspection of the Marina. While we cannot disclose the contents of any actual resolution discussions, since all said discussions and conversations are confidential, the above is a narrative of the history of the ongoing discussions between the parties in an effort to bring closure to this matter. To this end and based on LKMA's relationship with the Town, LKMA declined to give any comment in response to the media requests arising from the article in *Newsday* reporting on the lawsuit.

As evidence of the continued strong professional relationship that continues between the Town and LKMA, LKMA has been awarded three separate surveying projects for the Town since the date that the Summons with Notice was filed in March, 2019. In addition, as recently as last week, the Town sent a Request for Proposal to LKMA for a fourth surveying project.

If you have any questions or wish to discuss this further, please feel free to contact me.

Very truly yours,

Daniel A. McFaul, Jr.

DAM:gd

INCORPORATED VILLAGE OF OCEAN BEACH

POST OFFICE BOX 457
OCEAN BEACH, NEW YORK 11770-0457
TEL: (631) 583-5940 FAX: (631) 583-7597
www.villageofoceanbeach.org

JAMES S. MALLOTT *Mayor*
MATTHEW M. BLAKE, *Deputy Mayor*
DAWN L. HARGRAVES, *Trustee*
CHRISTOPHER F. NORRIS, *Trustee*
BRIAN C. POWER, *Trustee*

STEVEN W. BRAUTIGAM, *Clerk/Treasurer*
KEVIN J. SCHELLING, *Superintendent of Public Works*

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: Letter of Recommendation LKMA

Dear Ms. Houdek,

L.K. McLean Associates, PC has provided architectural, engineering design, construction administration and inspection services on several recent projects for the Village of Ocean Beach. Some of these projects include:

- **Reconstruction of the Ocean Beach Ferry Terminal (Phase 1)** - This project was federally funded under the ferry boat discretionary program and it involved the reconstruction of a majority of the ferry basin's bulkheads, passenger boardwalks and freight dock. This project was successfully completed in the spring of 2017 and LKMA's efforts on this project allowed the Village to be reimbursed for the full amount the grant. This was a $2.3 million construction project. LKMA provided design and CI/CA in accordance with NYSDOT requirements.
- **Reconstruction of the Ferry Terminal Building** – LKMA provided architectural and engineering design services for a new 7,500 sf ferry terminal building. This project was successfully completed in 2018 and was a $5 million construction project. In addition to design services, LKMA provided construction inspection and administration services and assisted the Village in the efforts to get the project reimbursed by FEMA.
- **North Side Bulkheads** – LKMA provided engineering design, permitting and inspection services for the replacement of 400 feet of deteriorated bulkhead. The projects were completed in 2017 at a cost of approximately $600,000.

We have been satisfied with the professional services LKMA has provided and find them to be a qualified, responsive and conscientious firm that we continue to work with to help maintain the essential marine facilities in our Village.

Very truly yours,

Steven Brautigam

Steven W. Brautigam,
Village of Ocean Beach Clerk/Treasurer

Town of

Brookhaven

Long Island

Edward P. Romaine, Supervisor

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: L.K. McLean Associates, PC Recommendation by Town of Brookhaven Parks Department

Dear Ms. Houdek,

The Town of Brookhaven has engaged L.K. McLean Associates, PC (LKMA) for many marine construction projects over the last 10+ years and to this day is working with them on a handful of projects on our numerous coastlines. They have provided quality professional engineering needed to upgrade, assess and maintain our facilities. L.K. McLean Associates has designed and managed the construction of projects such as: Port Jefferson Marina Annex, Sandspit Marina & Ferry Terminal, Davis Park Marina (Fire Island), the Pines Marina & Ferry Dock, Cherry Grove Pier, Pine Neck Boat Ramp, and Bellhaven Jetty Reconstruction (2020).

It is notable that subsequent to Superstorm Sandy, LKMA was called on to assess the damages to many of our marinas, conduct damage assessments/reports, prepare expedited plans to restore the marinas to safe operation and inspect the reconstruction / repair of the various facilities. LKMA's services during that challenging time were integral to us receiving FEMA reimbursement and re-opening of the facilities to the public.

We have been pleased with the work LKMA has provided to the Town.

Respectfully,

Edward P. Morris
Commissioner

EPM:lm

Department of Parks, Recreation & and Sports, and Cultural Resources
Edward P. Morris, Commissioner
286 Hawkins Road • Centereach • NY 11720 • Phone (631) 451-6100
Administration Fax (631-451-6980 • Recreation Fax (631) 451-6125
www.brookhaven.org

Michael D. Sarlo, Chief
Accredited Police Agency

TOWN OF EAST HAMPTON
POLICE DEPARTMENT
Marine Division
131 Wainscott Northwest Road
P.O. Box 909
Wainscott, NY 11975-0909

Edward Michels
Chief
Harbormaster
631-537-6863
Fax-631-537-6833

March 13, 2020

Jane M. Houdek, Attorney, Public Works
Nassau County Department of Public Works
1194 Prospect Avenue, Westbury NY 11590

Re: L.K. McLean Associates, P.C. (LKMA)

Dear Ms. Houdek,

As the Harbormaster for the Town of East Hampton, I have worked with LKMA for several years on various types of successful projects. I have found that LKMA brings a broad range of professional engineering knowledge and municipal support to each project. My experience is that they are very responsive and possess a high level of technical expertise in the marine infrastructure as well as other architectural and engineering improvement projects.

We are currently contracted with LKMA on a bulkhead replacement project at the Head of the Harbor in Three Mile Harbor. LKMA designed, permitted, issued bid documents and is providing construction support for the replacement of 675 feet of bulkhead. The project also entails utility upgrades, mooring pile replacement and boardwalk replacement. The project required multi-agency permitting, and coordination.

I have also had the opportunity to work with LKMA on a number of other types of architectural and site improvement projects at the East Hampton Police Headquarters and building renovation projects. I plan to continue using LKMA on our upcoming marine infrastructure improvements, which include but is not limited to the design of a small boat ramp and dock improvements at the Montauk commercial fishing docks.

My experience with LKMA has been positive and professional and we will continue to work with their firm.

Respectfully,

Ed Michels
Chief Harbormaster
Town of East Hampton

TOWN OF ISLIP
DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS

Angie M. Carpenter, Supervisor
Thomas Owens, Commissioner

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: L.K. McLean Associates, PC Recommendation

Dear Ms. Houdek,

The Town of Islip has used L.K. McLean Associates, PC (LKMA) for numerous marine construction projects over the last 15 years and continues to rely on them to provide professional engineering services to upgrade, assess and maintain our facilities. L.K. McLean Associates has designed projects such as: Bay Shore Marina Exterior Bulkhead and Boardwalk (2009); Maple Street Dock Marina (2008); East Islip Marina (2013); Atlantique Marina dock and electrical repairs (2013); Maple Avenue Dock Reconstruction (2014) and Bayport Beach Breakwater (2018).

It is notable that subsequent to Superstorm Sandy, LKMA was called on to assess the damages to many of our marinas, prepare expedited plans to restore the marinas to safe operation and inspect the reconstruction / repair of the various facilities. LKMA's services during that challenging time were critical to receiving FEMA reimbursement and re-opening of the facilities to the public.

We have been satisfied with the work LKMA has provided to the Town.

Very truly yours,

Harry Sundin

Harry Sundin,
Deputy Commissioner

Department of Municipal Works
116 HAMPTON ROAD
SOUTHAMPTON, NY 11968

Phone: (631) 702-1750
Fax: (631) 287-1530

TOWN OF SOUTHAMPTON

JAY SCHNEIDERMAN
TOWN SUPERVISOR

CHRISTINE FETTEN, P.E.
DIRECTOR OF MUNICIPAL WORKS
PETER GAUDIELLO
FACILITIES MAINTENANCE SUPERVISOR
THOMAS F. NEELY
TRAFFIC SAFETY DIRECTOR
EDWARD THOMPSON, JR.
WASTE MANAGEMENT SUPERVISOR

March 7, 2020

Jane M. Houdek, Attorney, Public Works
Nassau County Department of Public Works
1194 Prospect Avenue, Westbury NY 11590

Re: L.K. McLean Associates, P.C (LKMA)

Dear. Ms. Houdek,

In my position, as Director of Municipal Works at the Town of Southampton, I have had many occasions to work with LKMA to bring projects from concept stage to completion of construction. I have always found LKMA to have a high level of professionalism and technical expertise in the marine infrastructure as well as highway improvement rojects that I have had the opportunity to work with them on.

In 2018 the Town completed the renovation of the Old Ponquouge Fishing Piers that were substantially damaged by Hurricane Sandy. The project required multi-agency permitting, and coordination. The project was challenging due to the dynamic environment and proximately to the Shinnecock inlet and associated swift tidal change. Following completion of the fishing pier project, LKMA was contracted to develop plans and specifications to renovate the pedestrian approaches to the fishing piers. The improvements were completed by the fall of 2019 and the community was once again able to enjoy the vistas, scuba, and fishing opportunities provided by the Old Ponquogue Fishing Piers.

In 2019, the Town released a Request for Proposals for the rehabilitation to the Shinnecock Commercial Fishing Dock. This is the Town's only commercial fishing dock. Design elements includes, addressing a failing bulkhead, aging electrical infrastructure, dredging design and rehabilitation of the parking and storage areas. The location of this commercial fishing dock, is vulnerable to coastal storms, so resiliency is an important aspect of design. LKMA was awarded this design contract and has developed the project plans and regulatory permit applications.

I have also had the opportunity to work with LKMA on a number of other types of civil engineering projects including pedestrian safety projects and building renovation projects. My experience has been positive, and professional, with timely response and addressing of any issues and/or questions pertaining to the project. If you require additional discussion, please feel free to call me at 631-766-4939.

Sincerely,

Christine Fetten, P.E.
Town Engineer

h:\christine fetten\200307 cf ltr lkma.docx

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

[redacted]

Electronically signed and certified at the date and time indicated by:
Robert Steele, PE [RSTEELE@LKMA.COM]

Dated: 08/21/2025 02:16:35 pm

Vendor: LK McLean Associates Engineering & Surveying, DPC

Title: President/CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Christine Belson
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: Belson

   City: BROOKHAVEN State/Province/ Territory: NY Zip/Postal Code: 11719
   Country US
   Telephone: 6312868668

   Other present address(es):

   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	01/01/2024
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Christine Belson , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Christine Belson , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LK McLean Associates Engineering & Surveying DPC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Christine Belson CBELSON@LKMA.COM

Controller-Principal

Title

10/24/2025 08:07:12 am

Date

L.K. McLean Associates Engineering & Surveying, D.P.C.
Vendor Disclosure Statement Information

Table of Organization

Officers – 5% or more:

Name	Title
Robert Steele, PE	President/CEO
James DeKoning, PE	Vice President
Christopher Dwyer	Vice President
Keith Masseria, PE	Vice President
Matthew Jedlicka, LEED AP	Principal
Name	**Title**
Tamara Stillman, PLS	Shareholder
Christine Belson	Shareholder

[redacted]

Shareholders:
Robert A. Steele, PE
James L. DeKoning, PE
Keith Masseria, PE
Christopher Dwyer
Tamara Stillman, PLS,
Matthew Jedlicka, LEED AP
Christine Belson

Board of Directors:
Robert A. Steele, P.E., President/CEO
James L. DeKoning, P.E., Vice President
Keith Masseria, P.E., Vice President
Christopher Dwyer, Vice President
Tamara L. Stillman, P.L.S., Assistant Secretary

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Christopher Dwyer
Date of birth: [redacted]
Home address: [redacted]

City:	[redacted]	State/Province/ Territory:	[redacted]	Zip/Postal Code:	[redacted]
Country:	US				

Business Address: 437 South Country Road

City:	Brookhaven	State/Province/ Territory:	NY	Zip/Postal Code:	11719
Country	US				
Telephone:	6312868668				

Other present address(es):

City:		State/Province/ Territory:		Zip/Postal Code:	
Country:					
Telephone:					

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/01/2024		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

[redacted]

1 File(s) uploaded: 2025 Vendor Disclosure Statement NCVP.pdf

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution

made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Christopher Dywer , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Christopher Dywer , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LK McLean Associates Engineering & Surveying, DPC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Christopher Dwyer CDWYER@LKMA.COM

Vice President

Title

11/21/2025 08:16:57 am

Date

L.K. McLean Associates Engineering & Surveying, D.P.C.
Vendor Disclosure Statement Information

Table of Organization

Officers – 5% or more:

Name	Title
Robert Steele, PE	President/CEO
James DeKoning, PE	Vice President
Christopher Dwyer	Vice President
Keith Masseria, PE	Vice President
Matthew Jedlicka, LEED AP	Principal

[redacted]

Less than 5%:

Name	Title
Tamara Stillman, PLS	Shareholder
Christine Belson	Shareholder

All Shareholders:
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James L. DeKoning, PE
Keith Masseria, PE
Christopher Dwyer
Tamara Stillman, PLS
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Keith Masseria, P.E., Vice President
Christopher Dwyer, Vice President
Tamara L. Stillman, P.L.S., Assistant Secretary

Counsel:
L'Abbate, Balken, Colavita & Contini, LLP
1001 Franklin Avenue
Garden City, NY 11530

Attorneys at Law
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T. 516.294.8844 F. 516.294.8202
www.lbcclaw.com

Daniel A. McFaul, Jr.
Partner
dmcfaul@lbcclaw.com

March 12, 2020

VIA EMAIL and REGULAR MAIL
jhoudek@nassaucountyny.gov

Jane M. Houdek, Esq.
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590-2723

Re: Louis K. McLean Associates Engineers & Surveyors, P.C.
LBCC File No. 3630-103257

Dear Ms. Houdek:

We represent Louis K. McLean Engineers & Surveyors, P.C. ("LKMA") in a recent lawsuit commenced by the Town of Huntington (the "Town") involving the design of the Woodbine Marina (the "Marina") in Northport, New York (the "lawsuit"). Pursuant to your request, this letter shall provide you with the background facts and circumstances involving the lawsuit. Please note that this letter is for the Nassau County Department of Public Works only and shall not be publically disseminated, nor is it intended to be used for the purposes of the lawsuit.

LKMA was retained by the Town pursuant to a written agreement in August, 2011 to provide professional design services for the reconstruction of the Marina. LKMA prepared its final design after several design changes were made at the direction of the Town Engineering Department. The final design, including the Town's directed changes, was approved by the Town Engineering Department.

According to the Town, in approximately 2016 or prior, the Marina sustained damage as a result of several winter storms. In an effort to assist the Town in addressing the damage sustained, LKMA provided additional design services at no cost which included the installation of wave screens at the entrances to the slips at the Marina. Thereafter, in December 2017, the Town sought additional input from LKMA regarding various options to protect the Marina including the installation of wave attenuators, wave screens and even a new fishing pier with gazebo. Despite receiving comment from LKMA at that time, the Town took no affirmative steps to implement any of those proposals. Since that time, it is alleged that the Marina has sustained further damage as a result of additional winter storms.

In March, 2019, the Town filed a Summons with Notice commencing a lawsuit against both LKMA and the dock manufacturer, Bellingham Marine. Upon learning of the filing of the lawsuit, even before being served, we reached out to the Town, on behalf of LKMA, to request a

meeting with the Town. The purpose of the meeting was to address the Town's concerns, educate the Town as to the development of LKMA's design (since the allegations in the lawsuit suggest that the Town forgot or was unaware of how the design came to fruition) and to reemphasize LKMA's continued willingness to work with the Town to resolve the issue. Following the meeting, we spoke to counsel for the Town and, once again, reiterated that LKMA was willing to continue to work toward a resolution, to which the Town's counsel was receptive.

Approximately 120 days after the Summons with Notice was filed, the Town served the Summons with Notice upon LKMA as statutorily required. In response, we served a Demand for the Complaint and the Town requested an extension of time to serve the Complaint until January 15, 2020. In the interim, we continued to engage in preliminary resolution discussions with counsel for the Town and counsel for Bellingham. Despite these discussions, the Town ultimately filed its Complaint. Immediately after filing the Complaint, counsel for the Town inquired if LKMA was still interested in engaging in resolution discussions. We responded in the affirmative. However, in in order to protect LKMA's interests, we filed an Answer on behalf of LKMA denying the material allegations alleged against LKMA asserted in the Complaint and asserted various affirmative defenses. Since the filing of LKMA's Answer, we have continued to engage in discussions with the Town and recently conducted an inspection of the Marina. While we cannot disclose the contents of any actual resolution discussions, since all said discussions and conversations are confidential, the above is a narrative of the history of the ongoing discussions between the parties in an effort to bring closure to this matter. To this end and based on LKMA's relationship with the Town, LKMA declined to give any comment in response to the media requests arising from the article in *Newsday* reporting on the lawsuit.

As evidence of the continued strong professional relationship that continues between the Town and LKMA, LKMA has been awarded three separate surveying projects for the Town since the date that the Summons with Notice was filed in March, 2019. In addition, as recently as last week, the Town sent a Request for Proposal to LKMA for a fourth surveying project.

If you have any questions or wish to discuss this further, please feel free to contact me.

Very truly yours,

Daniel A. McFaul, Jr.

DAM:gd

INCORPORATED VILLAGE OF OCEAN BEACH

POST OFFICE BOX 457
OCEAN BEACH, NEW YORK 11770-0457
TEL: (631) 583-5940 FAX: (631) 583-7597
www.villageofoceanbeach.org

JAMES S. MALLOTT *Mayor*
MATTHEW M. BLAKE, *Deputy Mayor*
DAWN L. HARGRAVES, *Trustee*
CHRISTOPHER F. NORRIS, *Trustee*
BRIAN C. POWER, *Trustee*

STEVEN W. BRAUTIGAM, *Clerk/Treasurer*
KEVIN J. SCHELLING, *Superintendent of Public Works*

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: Letter of Recommendation LKMA

Dear Ms. Houdek,

L.K. McLean Associates, PC has provided architectural, engineering design, construction administration and inspection services on several recent projects for the Village of Ocean Beach. Some of these projects include:

- **Reconstruction of the Ocean Beach Ferry Terminal (Phase 1)** - This project was federally funded under the ferry boat discretionary program and it involved the reconstruction of a majority of the ferry basin's bulkheads, passenger boardwalks and freight dock. This project was successfully completed in the spring of 2017 and LKMA's efforts on this project allowed the Village to be reimbursed for the full amount the grant. This was a $2.3 million construction project. LKMA provided design and CI/CA in accordance with NYSDOT requirements.
- **Reconstruction of the Ferry Terminal Building** – LKMA provided architectural and engineering design services for a new 7,500 sf ferry terminal building. This project was successfully completed in 2018 and was a $5 million construction project. In addition to design services, LKMA provided construction inspection and administration services and assisted the Village in the efforts to get the project reimbursed by FEMA.
- **North Side Bulkheads** – LKMA provided engineering design, permitting and inspection services for the replacement of 400 feet of deteriorated bulkhead. The projects were completed in 2017 at a cost of approximately $600,000.

We have been satisfied with the professional services LKMA has provided and find them to be a qualified, responsive and conscientious firm that we continue to work with to help maintain the essential marine facilities in our Village.

Very truly yours,

Steven Brautigam

Steven W. Brautigam,
Village of Ocean Beach Clerk/Treasurer

Town of

Brookhaven

Long Island

Edward P. Romaine, Supervisor

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: L.K. McLean Associates, PC Recommendation by Town of Brookhaven Parks Department

Dear Ms. Houdek,

The Town of Brookhaven has engaged L.K. McLean Associates, PC (LKMA) for many marine construction projects over the last 10+ years and to this day is working with them on a handful of projects on our numerous coastlines. They have provided quality professional engineering needed to upgrade, assess and maintain our facilities. L.K. McLean Associates has designed and managed the construction of projects such as: Port Jefferson Marina Annex, Sandspit Marina & Ferry Terminal, Davis Park Marina (Fire Island), the Pines Marina & Ferry Dock, Cherry Grove Pier, Pine Neck Boat Ramp, and Bellhaven Jetty Reconstruction (2020).

It is notable that subsequent to Superstorm Sandy, LKMA was called on to assess the damages to many of our marinas, conduct damage assessments/reports, prepare expedited plans to restore the marinas to safe operation and inspect the reconstruction / repair of the various facilities. LKMA's services during that challenging time were integral to us receiving FEMA reimbursement and re-opening of the facilities to the public.

We have been pleased with the work LKMA has provided to the Town.

Respectfully,

Edward P. Morris
Commissioner

EPM:lm

Department of Parks, Recreation & and Sports, and Cultural Resources
Edward P. Morris, Commissioner
286 Hawkins Road • Centereach • NY 11720 • Phone (631) 451-6100
Administration Fax (631-451-6980 • Recreation Fax (631) 451-6125
www.brookhaven.org

Michael D. Sarlo, Chief
Accredited Police Agency

TOWN OF EAST HAMPTON
POLICE DEPARTMENT
Marine Division
131 Wainscott Northwest Road
P.O. Box 909
Wainscott, NY 11975-0909

Edward Michels
Chief
Harbormaster
631-537-6863
Fax-631-537-6833

March 13, 2020

Jane M. Houdek, Attorney, Public Works
Nassau County Department of Public Works
1194 Prospect Avenue, Westbury NY 11590

Re: L.K. McLean Associates, P.C. (LKMA)

Dear Ms. Houdek,

As the Harbormaster for the Town of East Hampton, I have worked with LKMA for several years on various types of successful projects. I have found that LKMA brings a broad range of professional engineering knowledge and municipal support to each project. My experience is that they are very responsive and possess a high level of technical expertise in the marine infrastructure as well as other architectural and engineering improvement projects.

We are currently contracted with LKMA on a bulkhead replacement project at the Head of the Harbor in Three Mile Harbor. LKMA designed, permitted, issued bid documents and is providing construction support for the replacement of 675 feet of bulkhead. The project also entails utility upgrades, mooring pile replacement and boardwalk replacement. The project required multi-agency permitting, and coordination.

I have also had the opportunity to work with LKMA on a number of other types of architectural and site improvement projects at the East Hampton Police Headquarters and building renovation projects. I plan to continue using LKMA on our upcoming marine infrastructure improvements, which include but is not limited to the design of a small boat ramp and dock improvements at the Montauk commercial fishing docks.

My experience with LKMA has been positive and professional and we will continue to work with their firm.

Respectfully,

Ed Michels
Chief Harbormaster
Town of East Hampton

TOWN OF ISLIP
DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS

Angie M. Carpenter, Supervisor
Thomas Owens, Commissioner

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: L.K. McLean Associates, PC Recommendation

Dear Ms. Houdek,

The Town of Islip has used L.K. McLean Associates, PC (LKMA) for numerous marine construction projects over the last 15 years and continues to rely on them to provide professional engineering services to upgrade, assess and maintain our facilities. L.K. McLean Associates has designed projects such as: Bay Shore Marina Exterior Bulkhead and Boardwalk (2009); Maple Street Dock Marina (2008); East Islip Marina (2013); Atlantique Marina dock and electrical repairs (2013); Maple Avenue Dock Reconstruction (2014) and Bayport Beach Breakwater (2018).

It is notable that subsequent to Superstorm Sandy, LKMA was called on to assess the damages to many of our marinas, prepare expedited plans to restore the marinas to safe operation and inspect the reconstruction / repair of the various facilities. LKMA's services during that challenging time were critical to receiving FEMA reimbursement and re-opening of the facilities to the public.

We have been satisfied with the work LKMA has provided to the Town.

Very truly yours,

Harry Sundin

Harry Sundin,
Deputy Commissioner

Department of Municipal Works
116 HAMPTON ROAD
SOUTHAMPTON, NY 11968

Phone: (631) 702-1750
Fax: (631) 287-1530

TOWN OF SOUTHAMPTON

JAY SCHNEIDERMAN
TOWN SUPERVISOR

CHRISTINE FETTEN, P.E.
DIRECTOR OF MUNICIPAL WORKS
PETER GAUDIELLO
FACILITIES MAINTENANCE SUPERVISOR
THOMAS F. NEELY
TRAFFIC SAFETY DIRECTOR
EDWARD THOMPSON, JR.
WASTE MANAGEMENT SUPERVISOR

March 7, 2020

Jane M. Houdek, Attorney, Public Works
Nassau County Department of Public Works
1194 Prospect Avenue, Westbury NY 11590

Re: L.K. McLean Associates, P.C (LKMA)

Dear. Ms. Houdek,

In my position, as Director of Municipal Works at the Town of Southampton, I have had many occasions to work with LKMA to bring projects from concept stage to completion of construction. I have always found LKMA to have a high level of professionalism and technical expertise in the marine infrastructure as well as highway improvement rojects that I have had the opportunity to work with them on.

In 2018 the Town completed the renovation of the Old Ponquouge Fishing Piers that were substantially damaged by Hurricane Sandy. The project required multi-agency permitting, and coordination. The project was challenging due to the dynamic environment and proximately to the Shinnecock inlet and associated swift tidal change. Following completion of the fishing pier project, LKMA was contracted to develop plans and specifications to renovate the pedestrian approaches to the fishing piers. The improvements were completed by the fall of 2019 and the community was once again able to enjoy the vistas, scuba, and fishing opportunities provided by the Old Ponquogue Fishing Piers.

In 2019, the Town released a Request for Proposals for the rehabilitation to the Shinnecock Commercial Fishing Dock. This is the Town's only commercial fishing dock. Design elements includes, addressing a failing bulkhead, aging electrical infrastructure, dredging design and rehabilitation of the parking and storage areas. The location of this commercial fishing dock, is vulnerable to coastal storms, so resiliency is an important aspect of design. LKMA was awarded this design contract and has developed the project plans and regulatory permit applications.

I have also had the opportunity to work with LKMA on a number of other types of civil engineering projects including pedestrian safety projects and building renovation projects. My experience has been positive, and professional, with timely response and addressing of any issues and/or questions pertaining to the project. If you require additional discussion, please feel free to call me at 631-766-4939.

Sincerely,

Christine Fetten, P.E.
Town Engineer

h:\christine fetten\200307 cf ltr lkma.docx

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: James DeKoning
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 437 South Country Road

   City: Brookhaven State/Province/ Territory: NY Zip/Postal Code: 11719
   Country US
   Telephone: 6312868668

   Other present address(es):

   City: Brookhaven State/Province/ Territory: NY Zip/Postal Code: 11719
   Country: US
   Telephone: 6312868668

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	01/01/2024
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/01/2020		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

   [redacted]

   1 File(s) uploaded: 2025 Vendor Disclosure Statement NCVP.pdf

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution

made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, James DeKoning , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, James DeKoning , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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LK McLean Associates Engineering & Surveying, DPC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
James DeKoning JDEKONING@LKMA.COM

Vice President

Title

11/21/2025 10:42:46 am

Date

L.K. McLean Associates Engineering & Surveying, D.P.C.
Vendor Disclosure Statement Information

Table of Organization

Officers – 5% or more:

Name	Title
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Less than 5%:

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Christine Belson	Shareholder

[redacted]

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Christopher Dwyer, Vice President
Tamara L. Stillman, P.L.S., Assistant Secretary

Counsel:
L'Abbate, Balken, Colavita & Contini, LLP
1001 Franklin Avenue
Garden City, NY 11530

Attorneys at Law
L'Abbate, Balkan, Colavita & Contini, L.L.P.
1001 Franklin Avenue, Garden City, New York 11530
T. 516.294.8844 F. 516.294.8202
www.lbcclaw.com

Daniel A. McFaul, Jr.
Partner
dmcfaul@lbcclaw.com

March 12, 2020

VIA EMAIL and REGULAR MAIL
jhoudek@nassaucountyny.gov

Jane M. Houdek, Esq.
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590-2723

Re: Louis K. McLean Associates Engineers & Surveyors, P.C.
LBCC File No. 3630-103257

Dear Ms. Houdek:

We represent Louis K. McLean Engineers & Surveyors, P.C. ("LKMA") in a recent lawsuit commenced by the Town of Huntington (the "Town") involving the design of the Woodbine Marina (the "Marina") in Northport, New York (the "lawsuit"). Pursuant to your request, this letter shall provide you with the background facts and circumstances involving the lawsuit. Please note that this letter is for the Nassau County Department of Public Works only and shall not be publically disseminated, nor is it intended to be used for the purposes of the lawsuit.

LKMA was retained by the Town pursuant to a written agreement in August, 2011 to provide professional design services for the reconstruction of the Marina. LKMA prepared its final design after several design changes were made at the direction of the Town Engineering Department. The final design, including the Town's directed changes, was approved by the Town Engineering Department.

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In March, 2019, the Town filed a Summons with Notice commencing a lawsuit against both LKMA and the dock manufacturer, Bellingham Marine. Upon learning of the filing of the lawsuit, even before being served, we reached out to the Town, on behalf of LKMA, to request a

meeting with the Town. The purpose of the meeting was to address the Town's concerns, educate the Town as to the development of LKMA's design (since the allegations in the lawsuit suggest that the Town forgot or was unaware of how the design came to fruition) and to reemphasize LKMA's continued willingness to work with the Town to resolve the issue. Following the meeting, we spoke to counsel for the Town and, once again, reiterated that LKMA was willing to continue to work toward a resolution, to which the Town's counsel was receptive.

Approximately 120 days after the Summons with Notice was filed, the Town served the Summons with Notice upon LKMA as statutorily required. In response, we served a Demand for the Complaint and the Town requested an extension of time to serve the Complaint until January 15, 2020. In the interim, we continued to engage in preliminary resolution discussions with counsel for the Town and counsel for Bellingham. Despite these discussions, the Town ultimately filed its Complaint. Immediately after filing the Complaint, counsel for the Town inquired if LKMA was still interested in engaging in resolution discussions. We responded in the affirmative. However, in in order to protect LKMA's interests, we filed an Answer on behalf of LKMA denying the material allegations alleged against LKMA asserted in the Complaint and asserted various affirmative defenses. Since the filing of LKMA's Answer, we have continued to engage in discussions with the Town and recently conducted an inspection of the Marina. While we cannot disclose the contents of any actual resolution discussions, since all said discussions and conversations are confidential, the above is a narrative of the history of the ongoing discussions between the parties in an effort to bring closure to this matter. To this end and based on LKMA's relationship with the Town, LKMA declined to give any comment in response to the media requests arising from the article in *Newsday* reporting on the lawsuit.

As evidence of the continued strong professional relationship that continues between the Town and LKMA, LKMA has been awarded three separate surveying projects for the Town since the date that the Summons with Notice was filed in March, 2019. In addition, as recently as last week, the Town sent a Request for Proposal to LKMA for a fourth surveying project.

If you have any questions or wish to discuss this further, please feel free to contact me.

Very truly yours,

Daniel A. McFaul, Jr.

DAM:gd

INCORPORATED VILLAGE OF OCEAN BEACH

POST OFFICE BOX 457
OCEAN BEACH, NEW YORK 11770-0457
TEL: (631) 583-5940 FAX: (631) 583-7597
www.villageofoceanbeach.org

JAMES S. MALLOTT *Mayor*
MATTHEW M. BLAKE, *Deputy Mayor*
DAWN L. HARGRAVES, *Trustee*
CHRISTOPHER F. NORRIS, *Trustee*
BRIAN C. POWER, *Trustee*

STEVEN W. BRAUTIGAM, *Clerk/Treasurer*
KEVIN J. SCHELLING, *Superintendent of Public Works*

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: Letter of Recommendation LKMA

Dear Ms. Houdek,

L.K. McLean Associates, PC has provided architectural, engineering design, construction administration and inspection services on several recent projects for the Village of Ocean Beach. Some of these projects include:

- **Reconstruction of the Ocean Beach Ferry Terminal (Phase 1)** - This project was federally funded under the ferry boat discretionary program and it involved the reconstruction of a majority of the ferry basin's bulkheads, passenger boardwalks and freight dock. This project was successfully completed in the spring of 2017 and LKMA's efforts on this project allowed the Village to be reimbursed for the full amount the grant. This was a $2.3 million construction project. LKMA provided design and CI/CA in accordance with NYSDOT requirements.
- **Reconstruction of the Ferry Terminal Building** – LKMA provided architectural and engineering design services for a new 7,500 sf ferry terminal building. This project was successfully completed in 2018 and was a $5 million construction project. In addition to design services, LKMA provided construction inspection and administration services and assisted the Village in the efforts to get the project reimbursed by FEMA.
- **North Side Bulkheads** – LKMA provided engineering design, permitting and inspection services for the replacement of 400 feet of deteriorated bulkhead. The projects were completed in 2017 at a cost of approximately $600,000.

We have been satisfied with the professional services LKMA has provided and find them to be a qualified, responsive and conscientious firm that we continue to work with to help maintain the essential marine facilities in our Village.

Very truly yours,

Steven Brautigam

Steven W. Brautigam,
Village of Ocean Beach Clerk/Treasurer

Town of

Brookhaven

Long Island

Edward P. Romaine, Supervisor

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: L.K. McLean Associates, PC Recommendation by Town of Brookhaven Parks Department

Dear Ms. Houdek,

The Town of Brookhaven has engaged L.K. McLean Associates, PC (LKMA) for many marine construction projects over the last 10+ years and to this day is working with them on a handful of projects on our numerous coastlines. They have provided quality professional engineering needed to upgrade, assess and maintain our facilities. L.K. McLean Associates has designed and managed the construction of projects such as: Port Jefferson Marina Annex, Sandspit Marina & Ferry Terminal, Davis Park Marina (Fire Island), the Pines Marina & Ferry Dock, Cherry Grove Pier, Pine Neck Boat Ramp, and Bellhaven Jetty Reconstruction (2020).

It is notable that subsequent to Superstorm Sandy, LKMA was called on to assess the damages to many of our marinas, conduct damage assessments/reports, prepare expedited plans to restore the marinas to safe operation and inspect the reconstruction / repair of the various facilities. LKMA's services during that challenging time were integral to us receiving FEMA reimbursement and re-opening of the facilities to the public.

We have been pleased with the work LKMA has provided to the Town.

Respectfully,

Edward P. Morris
Commissioner

EPM:lm

Department of Parks, Recreation & and Sports, and Cultural Resources
Edward P. Morris, Commissioner
286 Hawkins Road • Centereach • NY 11720 • Phone (631) 451-6100
Administration Fax (631-451-6980 • Recreation Fax (631) 451-6125
www.brookhaven.org

Michael D. Sarlo, Chief
Accredited Police Agency

TOWN OF EAST HAMPTON
POLICE DEPARTMENT
Marine Division
131 Wainscott Northwest Road
P.O. Box 909
Wainscott, NY 11975-0909

Edward Michels
Chief
Harbormaster
631-537-6863
Fax-631-537-6833

March 13, 2020

Jane M. Houdek, Attorney, Public Works
Nassau County Department of Public Works
1194 Prospect Avenue, Westbury NY 11590

Re: L.K. McLean Associates, P.C. (LKMA)

Dear Ms. Houdek,

As the Harbormaster for the Town of East Hampton, I have worked with LKMA for several years on various types of successful projects. I have found that LKMA brings a broad range of professional engineering knowledge and municipal support to each project. My experience is that they are very responsive and possess a high level of technical expertise in the marine infrastructure as well as other architectural and engineering improvement projects.

We are currently contracted with LKMA on a bulkhead replacement project at the Head of the Harbor in Three Mile Harbor. LKMA designed, permitted, issued bid documents and is providing construction support for the replacement of 675 feet of bulkhead. The project also entails utility upgrades, mooring pile replacement and boardwalk replacement. The project required multi-agency permitting, and coordination.

I have also had the opportunity to work with LKMA on a number of other types of architectural and site improvement projects at the East Hampton Police Headquarters and building renovation projects. I plan to continue using LKMA on our upcoming marine infrastructure improvements, which include but is not limited to the design of a small boat ramp and dock improvements at the Montauk commercial fishing docks.

My experience with LKMA has been positive and professional and we will continue to work with their firm.

Respectfully,

Ed Michels
Chief Harbormaster
Town of East Hampton

TOWN OF ISLIP
DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS

Angie M. Carpenter, Supervisor
Thomas Owens, Commissioner

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: L.K. McLean Associates, PC Recommendation

Dear Ms. Houdek,

The Town of Islip has used L.K. McLean Associates, PC (LKMA) for numerous marine construction projects over the last 15 years and continues to rely on them to provide professional engineering services to upgrade, assess and maintain our facilities. L.K. McLean Associates has designed projects such as: Bay Shore Marina Exterior Bulkhead and Boardwalk (2009); Maple Street Dock Marina (2008); East Islip Marina (2013); Atlantique Marina dock and electrical repairs (2013); Maple Avenue Dock Reconstruction (2014) and Bayport Beach Breakwater (2018).

It is notable that subsequent to Superstorm Sandy, LKMA was called on to assess the damages to many of our marinas, prepare expedited plans to restore the marinas to safe operation and inspect the reconstruction / repair of the various facilities. LKMA's services during that challenging time were critical to receiving FEMA reimbursement and re-opening of the facilities to the public.

We have been satisfied with the work LKMA has provided to the Town.

Very truly yours,

Harry Sundin

Harry Sundin,
Deputy Commissioner

Department of Municipal Works
116 HAMPTON ROAD
SOUTHAMPTON, NY 11968

Phone: (631) 702-1750
Fax: (631) 287-1530

TOWN OF SOUTHAMPTON

JAY SCHNEIDERMAN
TOWN SUPERVISOR

CHRISTINE FETTEN, P.E.
DIRECTOR OF MUNICIPAL WORKS
PETER GAUDIELLO
FACILITIES MAINTENANCE SUPERVISOR
THOMAS F. NEELY
TRAFFIC SAFETY DIRECTOR
EDWARD THOMPSON, JR.
WASTE MANAGEMENT SUPERVISOR

March 7, 2020

Jane M. Houdek, Attorney, Public Works
Nassau County Department of Public Works
1194 Prospect Avenue, Westbury NY 11590

Re: L.K. McLean Associates, P.C (LKMA)

Dear. Ms. Houdek,

In my position, as Director of Municipal Works at the Town of Southampton, I have had many occasions to work with LKMA to bring projects from concept stage to completion of construction. I have always found LKMA to have a high level of professionalism and technical expertise in the marine infrastructure as well as highway improvement rojects that I have had the opportunity to work with them on.

In 2018 the Town completed the renovation of the Old Ponquouge Fishing Piers that were substantially damaged by Hurricane Sandy. The project required multi-agency permitting, and coordination. The project was challenging due to the dynamic environment and proximately to the Shinnecock inlet and associated swift tidal change. Following completion of the fishing pier project, LKMA was contracted to develop plans and specifications to renovate the pedestrian approaches to the fishing piers. The improvements were completed by the fall of 2019 and the community was once again able to enjoy the vistas, scuba, and fishing opportunities provided by the Old Ponquogue Fishing Piers.

In 2019, the Town released a Request for Proposals for the rehabilitation to the Shinnecock Commercial Fishing Dock. This is the Town's only commercial fishing dock. Design elements includes, addressing a failing bulkhead, aging electrical infrastructure, dredging design and rehabilitation of the parking and storage areas. The location of this commercial fishing dock, is vulnerable to coastal storms, so resiliency is an important aspect of design. LKMA was awarded this design contract and has developed the project plans and regulatory permit applications.

I have also had the opportunity to work with LKMA on a number of other types of civil engineering projects including pedestrian safety projects and building renovation projects. My experience has been positive, and professional, with timely response and addressing of any issues and/or questions pertaining to the project. If you require additional discussion, please feel free to call me at 631-766-4939.

Sincerely,

Christine Fetten, P.E.
Town Engineer

h:\christine fetten\200307 cf ltr lkma.docx

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Matthew Jedlicka
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 437 SOUTH COUNTRY ROAD
   City: Brookhaven State/Province/ Territory: NY Zip/Postal Code: 11719
   Country US
   Telephone: 6312868668

   Other present address(es): 437 SOUTH COUNTRY ROAD
   City: Brookhaven State/Province/ Territory: NY Zip/Postal Code: 11719
   Country: US
   Telephone: 6312868668

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	01/01/2024
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type Other
Description Principal
Start Date 01/01/2024

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

[redacted]

1 File(s) uploaded: 2025 Vendor Disclosure w percentages.pdf

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Matthew Jedlicka , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Matthew Jedlicka , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LK McLean Associates Engineering & Surveying, DPC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Matthew Jedlicka MJEDLICKA@LKMA.COM

Shareholder

Title

10/23/2025 10:10:05 am

Date

L.K. McLean Associates Engineering & Surveying, D.P.C.
Vendor Disclosure Statement Information

Table of Organization

Officers – 5% or more:

Name	Title
Robert Steele, PE	President/CEO
James DeKoning, PE	Vice President
Christopher Dwyer	Vice President
Keith Masseria, PE	Vice President
Matthew Jedlicka, LEED AP	Principal

Less than 5%

Name	Title
Tamara Stillman, PLS	Shareholder
Christine Belson	Shareholder

[redacted]

Shareholders:
Robert A. Steele, PE
James L. DeKoning, PE
Keith Masseria, PE
Christopher Dwyer
Tamara Stillman, PLS,
Matthew Jedlicka, LEED AP
Christine Belson

Board of Directors:
Robert A. Steele, P.E., President/CEO
James L. DeKoning, P.E., Vice President
Keith Masseria, P.E., Vice President
Christopher Dwyer, Vice President
Tamara L. Stillman, P.L.S., Assistant Secretary

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Robert A Steele, PE
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 437 South Country Road
   City: Brookhaven State/Province/ Territory: NY Zip/Postal Code: 11719
   Country US
   Telephone: (631) 286-8668

   Other present address(es): 437 SOUTH COUNTRY ROAD
   City: Brookhaven State/Province/ Territory: NY Zip/Postal Code: 11719
   Country: US
   Telephone: 6312868668

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/01/2024	Treasurer	
Chairman of Board		Shareholder	01/01/2024
Chief Exec. Officer	01/01/2024	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

   1 File(s) uploaded: 2025 Vendor Disclosure Statement NCVP.pdf

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution

made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
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NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Robert Steele , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert Steele , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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LK McLean Associates Engineering & Surveying, DPC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert Steele RSTEELE@LKMA.COM

President & CEO

Title

11/21/2025 08:49:25 am

Date

L.K. McLean Associates Engineering & Surveying, D.P.C.
Vendor Disclosure Statement Information

Table of Organization

Officers – 5% or more:

Name	Title
Robert Steele, PE	President/CEO
James DeKoning, PE	Vice President
Christopher Dwyer	Vice President
Keith Masseria, PE	Vice President
Matthew Jedlicka, LEED AP	Principal

Less than 5%:

Name	Title
Tamara Stillman, PLS	Shareholder
Christine Belson	Shareholder

[redacted]

All Shareholders:
Robert A. Steele, PE
James L. DeKoning, PE
Keith Masseria, PE
Christopher Dwyer
Tamara Stillman, PLS
Matthew Jedlicka, LEED AP
Christine Belson

Board of Directors:
Robert A. Steele, P.E., President/CEO
James L. DeKoning, P.E., Vice President
Keith Masseria, P.E., Vice President
Christopher Dwyer, Vice President
Tamara L. Stillman, P.L.S., Assistant Secretary

Counsel:
L'Abbate, Balken, Colavita & Contini, LLP
1001 Franklin Avenue
Garden City, NY 11530

Attorneys at Law
L'Abbate, Balkan, Colavita & Contini, L.L.P.
1001 Franklin Avenue, Garden City, New York 11530
T. 516.294.8844 F. 516.294.8202
www.lbcclaw.com

Daniel A. McFaul, Jr.
Partner
dmcfaul@lbcclaw.com

March 12, 2020

VIA EMAIL and REGULAR MAIL
jhoudek@nassaucountyny.gov

Jane M. Houdek, Esq.
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590-2723

Re: Louis K. McLean Associates Engineers & Surveyors, P.C.
LBCC File No. 3630-103257

Dear Ms. Houdek:

We represent Louis K. McLean Engineers & Surveyors, P.C. ("LKMA") in a recent lawsuit commenced by the Town of Huntington (the "Town") involving the design of the Woodbine Marina (the "Marina") in Northport, New York (the "lawsuit"). Pursuant to your request, this letter shall provide you with the background facts and circumstances involving the lawsuit. Please note that this letter is for the Nassau County Department of Public Works only and shall not be publically disseminated, nor is it intended to be used for the purposes of the lawsuit.

LKMA was retained by the Town pursuant to a written agreement in August, 2011 to provide professional design services for the reconstruction of the Marina. LKMA prepared its final design after several design changes were made at the direction of the Town Engineering Department. The final design, including the Town's directed changes, was approved by the Town Engineering Department.

According to the Town, in approximately 2016 or prior, the Marina sustained damage as a result of several winter storms. In an effort to assist the Town in addressing the damage sustained, LKMA provided additional design services at no cost which included the installation of wave screens at the entrances to the slips at the Marina. Thereafter, in December 2017, the Town sought additional input from LKMA regarding various options to protect the Marina including the installation of wave attenuators, wave screens and even a new fishing pier with gazebo. Despite receiving comment from LKMA at that time, the Town took no affirmative steps to implement any of those proposals. Since that time, it is alleged that the Marina has sustained further damage as a result of additional winter storms.

In March, 2019, the Town filed a Summons with Notice commencing a lawsuit against both LKMA and the dock manufacturer, Bellingham Marine. Upon learning of the filing of the lawsuit, even before being served, we reached out to the Town, on behalf of LKMA, to request a

meeting with the Town. The purpose of the meeting was to address the Town's concerns, educate the Town as to the development of LKMA's design (since the allegations in the lawsuit suggest that the Town forgot or was unaware of how the design came to fruition) and to reemphasize LKMA's continued willingness to work with the Town to resolve the issue. Following the meeting, we spoke to counsel for the Town and, once again, reiterated that LKMA was willing to continue to work toward a resolution, to which the Town's counsel was receptive.

Approximately 120 days after the Summons with Notice was filed, the Town served the Summons with Notice upon LKMA as statutorily required. In response, we served a Demand for the Complaint and the Town requested an extension of time to serve the Complaint until January 15, 2020. In the interim, we continued to engage in preliminary resolution discussions with counsel for the Town and counsel for Bellingham. Despite these discussions, the Town ultimately filed its Complaint. Immediately after filing the Complaint, counsel for the Town inquired if LKMA was still interested in engaging in resolution discussions. We responded in the affirmative. However, in in order to protect LKMA's interests, we filed an Answer on behalf of LKMA denying the material allegations alleged against LKMA asserted in the Complaint and asserted various affirmative defenses. Since the filing of LKMA's Answer, we have continued to engage in discussions with the Town and recently conducted an inspection of the Marina. While we cannot disclose the contents of any actual resolution discussions, since all said discussions and conversations are confidential, the above is a narrative of the history of the ongoing discussions between the parties in an effort to bring closure to this matter. To this end and based on LKMA's relationship with the Town, LKMA declined to give any comment in response to the media requests arising from the article in *Newsday* reporting on the lawsuit.

As evidence of the continued strong professional relationship that continues between the Town and LKMA, LKMA has been awarded three separate surveying projects for the Town since the date that the Summons with Notice was filed in March, 2019. In addition, as recently as last week, the Town sent a Request for Proposal to LKMA for a fourth surveying project.

If you have any questions or wish to discuss this further, please feel free to contact me.

Very truly yours,

Daniel A. McFaul, Jr.

DAM:gd

INCORPORATED VILLAGE OF OCEAN BEACH

POST OFFICE BOX 457
OCEAN BEACH, NEW YORK 11770-0457
TEL: (631) 583-5940 FAX: (631) 583-7597
www.villageofoceanbeach.org

JAMES S. MALLOTT *Mayor*
MATTHEW M. BLAKE, *Deputy Mayor*
DAWN L. HARGRAVES, *Trustee*
CHRISTOPHER F. NORRIS, *Trustee*
BRIAN C. POWER, *Trustee*

STEVEN W. BRAUTIGAM, *Clerk/Treasurer*
KEVIN J. SCHELLING, *Superintendent of Public Works*

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: Letter of Recommendation LKMA

Dear Ms. Houdek,

L.K. McLean Associates, PC has provided architectural, engineering design, construction administration and inspection services on several recent projects for the Village of Ocean Beach. Some of these projects include:

- **Reconstruction of the Ocean Beach Ferry Terminal (Phase 1)** - This project was federally funded under the ferry boat discretionary program and it involved the reconstruction of a majority of the ferry basin's bulkheads, passenger boardwalks and freight dock. This project was successfully completed in the spring of 2017 and LKMA's efforts on this project allowed the Village to be reimbursed for the full amount the grant. This was a $2.3 million construction project. LKMA provided design and CI/CA in accordance with NYSDOT requirements.
- **Reconstruction of the Ferry Terminal Building** – LKMA provided architectural and engineering design services for a new 7,500 sf ferry terminal building. This project was successfully completed in 2018 and was a $5 million construction project. In addition to design services, LKMA provided construction inspection and administration services and assisted the Village in the efforts to get the project reimbursed by FEMA.
- **North Side Bulkheads** – LKMA provided engineering design, permitting and inspection services for the replacement of 400 feet of deteriorated bulkhead. The projects were completed in 2017 at a cost of approximately $600,000.

We have been satisfied with the professional services LKMA has provided and find them to be a qualified, responsive and conscientious firm that we continue to work with to help maintain the essential marine facilities in our Village.

Very truly yours,

Steven Brautigam

Steven W. Brautigam,
Village of Ocean Beach Clerk/Treasurer

Town of

Brookhaven

Long Island

Edward P. Romaine, Supervisor

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: L.K. McLean Associates, PC Recommendation by Town of Brookhaven Parks Department

Dear Ms. Houdek,

The Town of Brookhaven has engaged L.K. McLean Associates, PC (LKMA) for many marine construction projects over the last 10+ years and to this day is working with them on a handful of projects on our numerous coastlines. They have provided quality professional engineering needed to upgrade, assess and maintain our facilities. L.K. McLean Associates has designed and managed the construction of projects such as: Port Jefferson Marina Annex, Sandspit Marina & Ferry Terminal, Davis Park Marina (Fire Island), the Pines Marina & Ferry Dock, Cherry Grove Pier, Pine Neck Boat Ramp, and Bellhaven Jetty Reconstruction (2020).

It is notable that subsequent to Superstorm Sandy, LKMA was called on to assess the damages to many of our marinas, conduct damage assessments/reports, prepare expedited plans to restore the marinas to safe operation and inspect the reconstruction / repair of the various facilities. LKMA's services during that challenging time were integral to us receiving FEMA reimbursement and re-opening of the facilities to the public.

We have been pleased with the work LKMA has provided to the Town.

Respectfully,

Edward P. Morris
Commissioner

EPM:lm

Department of Parks, Recreation & and Sports, and Cultural Resources
Edward P. Morris, Commissioner
286 Hawkins Road • Centereach • NY 11720 • Phone (631) 451-6100
Administration Fax (631-451-6980 • Recreation Fax (631) 451-6125
www.brookhaven.org

Michael D. Sarlo, Chief
Accredited Police Agency

TOWN OF EAST HAMPTON
POLICE DEPARTMENT
Marine Division
131 Wainscott Northwest Road
P.O. Box 909
Wainscott, NY 11975-0909

Edward Michels
Chief
Harbormaster
631-537-6863
Fax-631-537-6833

March 13, 2020

Jane M. Houdek, Attorney, Public Works
Nassau County Department of Public Works
1194 Prospect Avenue, Westbury NY 11590

Re: L.K. McLean Associates, P.C. (LKMA)

Dear Ms. Houdek,

As the Harbormaster for the Town of East Hampton, I have worked with LKMA for several years on various types of successful projects. I have found that LKMA brings a broad range of professional engineering knowledge and municipal support to each project. My experience is that they are very responsive and possess a high level of technical expertise in the marine infrastructure as well as other architectural and engineering improvement projects.

We are currently contracted with LKMA on a bulkhead replacement project at the Head of the Harbor in Three Mile Harbor. LKMA designed, permitted, issued bid documents and is providing construction support for the replacement of 675 feet of bulkhead. The project also entails utility upgrades, mooring pile replacement and boardwalk replacement. The project required multi-agency permitting, and coordination.

I have also had the opportunity to work with LKMA on a number of other types of architectural and site improvement projects at the East Hampton Police Headquarters and building renovation projects. I plan to continue using LKMA on our upcoming marine infrastructure improvements, which include but is not limited to the design of a small boat ramp and dock improvements at the Montauk commercial fishing docks.

My experience with LKMA has been positive and professional and we will continue to work with their firm.

Respectfully,

Ed Michels
Chief Harbormaster
Town of East Hampton

TOWN OF ISLIP
DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS

Angie M. Carpenter, Supervisor
Thomas Owens, Commissioner

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: L.K. McLean Associates, PC Recommendation

Dear Ms. Houdek,

The Town of Islip has used L.K. McLean Associates, PC (LKMA) for numerous marine construction projects over the last 15 years and continues to rely on them to provide professional engineering services to upgrade, assess and maintain our facilities. L.K. McLean Associates has designed projects such as: Bay Shore Marina Exterior Bulkhead and Boardwalk (2009); Maple Street Dock Marina (2008); East Islip Marina (2013); Atlantique Marina dock and electrical repairs (2013); Maple Avenue Dock Reconstruction (2014) and Bayport Beach Breakwater (2018).

It is notable that subsequent to Superstorm Sandy, LKMA was called on to assess the damages to many of our marinas, prepare expedited plans to restore the marinas to safe operation and inspect the reconstruction / repair of the various facilities. LKMA's services during that challenging time were critical to receiving FEMA reimbursement and re-opening of the facilities to the public.

We have been satisfied with the work LKMA has provided to the Town.

Very truly yours,

Harry Sundin

Harry Sundin,
Deputy Commissioner

Department of Municipal Works
116 HAMPTON ROAD
SOUTHAMPTON, NY 11968

Phone: (631) 702-1750
Fax: (631) 287-1530

TOWN OF SOUTHAMPTON

JAY SCHNEIDERMAN
TOWN SUPERVISOR

CHRISTINE FETTEN, P.E.
DIRECTOR OF MUNICIPAL WORKS
PETER GAUDIELLO
FACILITIES MAINTENANCE SUPERVISOR
THOMAS F. NEELY
TRAFFIC SAFETY DIRECTOR
EDWARD THOMPSON, JR.
WASTE MANAGEMENT SUPERVISOR

March 7, 2020

Jane M. Houdek, Attorney, Public Works
Nassau County Department of Public Works
1194 Prospect Avenue, Westbury NY 11590

Re: L.K. McLean Associates, P.C (LKMA)

Dear. Ms. Houdek,

In my position, as Director of Municipal Works at the Town of Southampton, I have had many occasions to work with LKMA to bring projects from concept stage to completion of construction. I have always found LKMA to have a high level of professionalism and technical expertise in the marine infrastructure as well as highway improvement rojects that I have had the opportunity to work with them on.

In 2018 the Town completed the renovation of the Old Ponquouge Fishing Piers that were substantially damaged by Hurricane Sandy. The project required multi-agency permitting, and coordination. The project was challenging due to the dynamic environment and proximately to the Shinnecock inlet and associated swift tidal change. Following completion of the fishing pier project, LKMA was contracted to develop plans and specifications to renovate the pedestrian approaches to the fishing piers. The improvements were completed by the fall of 2019 and the community was once again able to enjoy the vistas, scuba, and fishing opportunities provided by the Old Ponquogue Fishing Piers.

In 2019, the Town released a Request for Proposals for the rehabilitation to the Shinnecock Commercial Fishing Dock. This is the Town's only commercial fishing dock. Design elements includes, addressing a failing bulkhead, aging electrical infrastructure, dredging design and rehabilitation of the parking and storage areas. The location of this commercial fishing dock, is vulnerable to coastal storms, so resiliency is an important aspect of design. LKMA was awarded this design contract and has developed the project plans and regulatory permit applications.

I have also had the opportunity to work with LKMA on a number of other types of civil engineering projects including pedestrian safety projects and building renovation projects. My experience has been positive, and professional, with timely response and addressing of any issues and/or questions pertaining to the project. If you require additional discussion, please feel free to call me at 631-766-4939.

Sincerely,

Christine Fetten, P.E.
Town Engineer

h:\christine fetten\200307 cf ltr lkma.docx

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Tamara Stillman
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 437 South Country Road
   City: Brookhaven State/Province/ Territory: NY Zip/Postal Code: 11719
   Country US
   Telephone: 6312868668

   Other present address(es):
   City: Brookhaven State/Province/ Territory: NY Zip/Postal Code: 11719
   Country: US
   Telephone: 6312868668

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	01/01/2024
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type: Other
Description: Assistant Secretary
Start Date: 01/01/2019

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

[redacted]

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4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Tamara Stillman , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Tamara Stillman , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LK McLean Associates Engineering & Surveying, DPC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Tamara Stillman TSTILLMAN@LKMA.COM

Shareholder

Title

10/23/2025 10:41:09 am

Date

L.K. McLean Associates Engineering & Surveying, D.P.C.
Vendor Disclosure Statement Information

Table of Organization

Officers – 5% or more:

Name	Title
Robert Steele, PE	President/CEO
James DeKoning, PE	Vice President
Christopher Dwyer	Vice President
Keith Masseria, PE	Vice President
Matthew Jedlicka, LEED AP	Principal



Less than 5%

Name	Title
Tamara Stillman, PLS	Shareholder
Christine Belson	Shareholder

Shareholders:
Robert A. Steele, PE
James L. DeKoning, PE
Keith Masseria, PE
Christopher Dwyer
Tamara Stillman, PLS,
Matthew Jedlicka, LEED AP
Christine Belson

Board of Directors:
Robert A. Steele, P.E., President/CEO
James L. DeKoning, P.E., Vice President
Keith Masseria, P.E., Vice President
Christopher Dwyer, Vice President
Tamara L. Stillman, P.L.S., Assistant Secretary

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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1. Principal Name: Keith Masseria
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 437 SOUTH COUNTRY ROAD
   City: Brookhaven State/Province/ Territory: NY Zip/Postal Code: 11719
   Country US
   Telephone: 6312868668

   Other present address(es): 437 SOUTH COUNTRY ROAD
   City: Brookhaven State/Province/ Territory: Zip/Postal Code: 11719
   Country: US
   Telephone: 6312868668

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	01/01/2024
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/01/2024		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

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4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution

made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
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   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Keith Masseria , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Keith Masseria , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LK McLean Associates Engineering & Surveying, DPC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Keith Masseria KMASSERIA@LKMA.COM

Vice President

Title

11/21/2025 08:21:38 am

Date

L.K. McLean Associates Engineering & Surveying, D.P.C.
Vendor Disclosure Statement Information

Table of Organization

Officers – 5% or more:

Name	Title
Robert Steele, PE	President/CEO
James DeKoning, PE	Vice President
Christopher Dwyer	Vice President
Keith Masseria, PE	Vice President
Matthew Jedlicka, LEED AP	Principal

Less than 5%:

Name	Title
Tamara Stillman, PLS	Shareholder
Christine Belson	Shareholder

[redacted]

All Shareholders:
Robert A. Steele, PE
James L. DeKoning, PE
Keith Masseria, PE
Christopher Dwyer
Tamara Stillman, PLS
Matthew Jedlicka, LEED AP
Christine Belson

Board of Directors:
Robert A. Steele, P.E., President/CEO
James L. DeKoning, P.E., Vice President
Keith Masseria, P.E., Vice President
Christopher Dwyer, Vice President
Tamara L. Stillman, P.L.S., Assistant Secretary

Counsel:
L'Abbate, Balken, Colavita & Contini, LLP
1001 Franklin Avenue
Garden City, NY 11530

Attorneys at Law
L'Abbate, Balkan, Colavita & Contini, L.L.P.
1001 Franklin Avenue, Garden City, New York 11530
T. 516.294.8844 F. 516.294.8202
www.lbcclaw.com

Daniel A. McFaul, Jr.
Partner
dmcfaul@lbcclaw.com

March 12, 2020

VIA EMAIL and REGULAR MAIL
jhoudek@nassaucountyny.gov

Jane M. Houdek, Esq.
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590-2723

Re: Louis K. McLean Associates Engineers & Surveyors, P.C.
LBCC File No. 3630-103257

Dear Ms. Houdek:

We represent Louis K. McLean Engineers & Surveyors, P.C. ("LKMA") in a recent lawsuit commenced by the Town of Huntington (the "Town") involving the design of the Woodbine Marina (the "Marina") in Northport, New York (the "lawsuit"). Pursuant to your request, this letter shall provide you with the background facts and circumstances involving the lawsuit. Please note that this letter is for the Nassau County Department of Public Works only and shall not be publically disseminated, nor is it intended to be used for the purposes of the lawsuit.

LKMA was retained by the Town pursuant to a written agreement in August, 2011 to provide professional design services for the reconstruction of the Marina. LKMA prepared its final design after several design changes were made at the direction of the Town Engineering Department. The final design, including the Town's directed changes, was approved by the Town Engineering Department.

According to the Town, in approximately 2016 or prior, the Marina sustained damage as a result of several winter storms. In an effort to assist the Town in addressing the damage sustained, LKMA provided additional design services at no cost which included the installation of wave screens at the entrances to the slips at the Marina. Thereafter, in December 2017, the Town sought additional input from LKMA regarding various options to protect the Marina including the installation of wave attenuators, wave screens and even a new fishing pier with gazebo. Despite receiving comment from LKMA at that time, the Town took no affirmative steps to implement any of those proposals. Since that time, it is alleged that the Marina has sustained further damage as a result of additional winter storms.

In March, 2019, the Town filed a Summons with Notice commencing a lawsuit against both LKMA and the dock manufacturer, Bellingham Marine. Upon learning of the filing of the lawsuit, even before being served, we reached out to the Town, on behalf of LKMA, to request a

meeting with the Town. The purpose of the meeting was to address the Town's concerns, educate the Town as to the development of LKMA's design (since the allegations in the lawsuit suggest that the Town forgot or was unaware of how the design came to fruition) and to reemphasize LKMA's continued willingness to work with the Town to resolve the issue. Following the meeting, we spoke to counsel for the Town and, once again, reiterated that LKMA was willing to continue to work toward a resolution, to which the Town's counsel was receptive.

Approximately 120 days after the Summons with Notice was filed, the Town served the Summons with Notice upon LKMA as statutorily required. In response, we served a Demand for the Complaint and the Town requested an extension of time to serve the Complaint until January 15, 2020. In the interim, we continued to engage in preliminary resolution discussions with counsel for the Town and counsel for Bellingham. Despite these discussions, the Town ultimately filed its Complaint. Immediately after filing the Complaint, counsel for the Town inquired if LKMA was still interested in engaging in resolution discussions. We responded in the affirmative. However, in in order to protect LKMA's interests, we filed an Answer on behalf of LKMA denying the material allegations alleged against LKMA asserted in the Complaint and asserted various affirmative defenses. Since the filing of LKMA's Answer, we have continued to engage in discussions with the Town and recently conducted an inspection of the Marina. While we cannot disclose the contents of any actual resolution discussions, since all said discussions and conversations are confidential, the above is a narrative of the history of the ongoing discussions between the parties in an effort to bring closure to this matter. To this end and based on LKMA's relationship with the Town, LKMA declined to give any comment in response to the media requests arising from the article in *Newsday* reporting on the lawsuit.

As evidence of the continued strong professional relationship that continues between the Town and LKMA, LKMA has been awarded three separate surveying projects for the Town since the date that the Summons with Notice was filed in March, 2019. In addition, as recently as last week, the Town sent a Request for Proposal to LKMA for a fourth surveying project.

If you have any questions or wish to discuss this further, please feel free to contact me.

Very truly yours,

Daniel A. McFaul, Jr.

DAM:gd

INCORPORATED VILLAGE OF OCEAN BEACH

POST OFFICE BOX 457
OCEAN BEACH, NEW YORK 11770-0457
TEL: (631) 583-5940 FAX: (631) 583-7597
www.villageofoceanbeach.org

JAMES S. MALLOTT *Mayor*
MATTHEW M. BLAKE, *Deputy Mayor*
DAWN L. HARGRAVES, *Trustee*
CHRISTOPHER F. NORRIS, *Trustee*
BRIAN C. POWER, *Trustee*

STEVEN W. BRAUTIGAM, *Clerk/Treasurer*
KEVIN J. SCHELLING, *Superintendent of Public Works*

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: Letter of Recommendation LKMA

Dear Ms. Houdek,

L.K. McLean Associates, PC has provided architectural, engineering design, construction administration and inspection services on several recent projects for the Village of Ocean Beach. Some of these projects include:

- **Reconstruction of the Ocean Beach Ferry Terminal (Phase 1)** - This project was federally funded under the ferry boat discretionary program and it involved the reconstruction of a majority of the ferry basin's bulkheads, passenger boardwalks and freight dock. This project was successfully completed in the spring of 2017 and LKMA's efforts on this project allowed the Village to be reimbursed for the full amount the grant. This was a $2.3 million construction project. LKMA provided design and CI/CA in accordance with NYSDOT requirements.
- **Reconstruction of the Ferry Terminal Building** – LKMA provided architectural and engineering design services for a new 7,500 sf ferry terminal building. This project was successfully completed in 2018 and was a $5 million construction project. In addition to design services, LKMA provided construction inspection and administration services and assisted the Village in the efforts to get the project reimbursed by FEMA.
- **North Side Bulkheads** – LKMA provided engineering design, permitting and inspection services for the replacement of 400 feet of deteriorated bulkhead. The projects were completed in 2017 at a cost of approximately $600,000.

We have been satisfied with the professional services LKMA has provided and find them to be a qualified, responsive and conscientious firm that we continue to work with to help maintain the essential marine facilities in our Village.

Very truly yours,

Steven Brautigam

Steven W. Brautigam,
Village of Ocean Beach Clerk/Treasurer

Town of

Brookhaven

Long Island

Edward P. Romaine, Supervisor

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: L.K. McLean Associates, PC Recommendation by Town of Brookhaven Parks Department

Dear Ms. Houdek,

The Town of Brookhaven has engaged L.K. McLean Associates, PC (LKMA) for many marine construction projects over the last 10+ years and to this day is working with them on a handful of projects on our numerous coastlines. They have provided quality professional engineering needed to upgrade, assess and maintain our facilities. L.K. McLean Associates has designed and managed the construction of projects such as: Port Jefferson Marina Annex, Sandspit Marina & Ferry Terminal, Davis Park Marina (Fire Island), the Pines Marina & Ferry Dock, Cherry Grove Pier, Pine Neck Boat Ramp, and Bellhaven Jetty Reconstruction (2020).

It is notable that subsequent to Superstorm Sandy, LKMA was called on to assess the damages to many of our marinas, conduct damage assessments/reports, prepare expedited plans to restore the marinas to safe operation and inspect the reconstruction / repair of the various facilities. LKMA's services during that challenging time were integral to us receiving FEMA reimbursement and re-opening of the facilities to the public.

We have been pleased with the work LKMA has provided to the Town.

Respectfully,

Edward P. Morris
Commissioner

EPM:lm

Department of Parks, Recreation & and Sports, and Cultural Resources
Edward P. Morris, Commissioner
286 Hawkins Road • Centereach • NY 11720 • Phone (631) 451-6100
Administration Fax (631-451-6980 • Recreation Fax (631) 451-6125
www.brookhaven.org

Michael D. Sarlo, Chief
Accredited Police Agency

TOWN OF EAST HAMPTON
POLICE DEPARTMENT
Marine Division
131 Wainscott Northwest Road
P.O. Box 909
Wainscott, NY 11975-0909

Edward Michels
Chief
Harbormaster
631-537-6863
Fax-631-537-6833

March 13, 2020

Jane M. Houdek, Attorney, Public Works
Nassau County Department of Public Works
1194 Prospect Avenue, Westbury NY 11590

Re: L.K. McLean Associates, P.C. (LKMA)

Dear Ms. Houdek,

As the Harbormaster for the Town of East Hampton, I have worked with LKMA for several years on various types of successful projects. I have found that LKMA brings a broad range of professional engineering knowledge and municipal support to each project. My experience is that they are very responsive and possess a high level of technical expertise in the marine infrastructure as well as other architectural and engineering improvement projects.

We are currently contracted with LKMA on a bulkhead replacement project at the Head of the Harbor in Three Mile Harbor. LKMA designed, permitted, issued bid documents and is providing construction support for the replacement of 675 feet of bulkhead. The project also entails utility upgrades, mooring pile replacement and boardwalk replacement. The project required multi-agency permitting, and coordination.

I have also had the opportunity to work with LKMA on a number of other types of architectural and site improvement projects at the East Hampton Police Headquarters and building renovation projects. I plan to continue using LKMA on our upcoming marine infrastructure improvements, which include but is not limited to the design of a small boat ramp and dock improvements at the Montauk commercial fishing docks.

My experience with LKMA has been positive and professional and we will continue to work with their firm.

Respectfully,

Ed Michels
Chief Harbormaster
Town of East Hampton

TOWN OF ISLIP
DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS

Angie M. Carpenter, Supervisor
Thomas Owens, Commissioner

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: L.K. McLean Associates, PC Recommendation

Dear Ms. Houdek,

The Town of Islip has used L.K. McLean Associates, PC (LKMA) for numerous marine construction projects over the last 15 years and continues to rely on them to provide professional engineering services to upgrade, assess and maintain our facilities. L.K. McLean Associates has designed projects such as: Bay Shore Marina Exterior Bulkhead and Boardwalk (2009); Maple Street Dock Marina (2008); East Islip Marina (2013); Atlantique Marina dock and electrical repairs (2013); Maple Avenue Dock Reconstruction (2014) and Bayport Beach Breakwater (2018).

It is notable that subsequent to Superstorm Sandy, LKMA was called on to assess the damages to many of our marinas, prepare expedited plans to restore the marinas to safe operation and inspect the reconstruction / repair of the various facilities. LKMA's services during that challenging time were critical to receiving FEMA reimbursement and re-opening of the facilities to the public.

We have been satisfied with the work LKMA has provided to the Town.

Very truly yours,

Harry Sundin

Harry Sundin,
Deputy Commissioner

Department of Municipal Works
116 HAMPTON ROAD
SOUTHAMPTON, NY 11968

Phone: (631) 702-1750
Fax: (631) 287-1530

TOWN OF SOUTHAMPTON

JAY SCHNEIDERMAN
TOWN SUPERVISOR

CHRISTINE FETTEN, P.E.
DIRECTOR OF MUNICIPAL WORKS
PETER GAUDIELLO
FACILITIES MAINTENANCE SUPERVISOR
THOMAS F. NEELY
TRAFFIC SAFETY DIRECTOR
EDWARD THOMPSON, JR.
WASTE MANAGEMENT SUPERVISOR

March 7, 2020

Jane M. Houdek, Attorney, Public Works
Nassau County Department of Public Works
1194 Prospect Avenue, Westbury NY 11590

Re: L.K. McLean Associates, P.C (LKMA)

Dear. Ms. Houdek,

In my position, as Director of Municipal Works at the Town of Southampton, I have had many occasions to work with LKMA to bring projects from concept stage to completion of construction. I have always found LKMA to have a high level of professionalism and technical expertise in the marine infrastructure as well as highway improvement rojects that I have had the opportunity to work with them on.

In 2018 the Town completed the renovation of the Old Ponquouge Fishing Piers that were substantially damaged by Hurricane Sandy. The project required multi-agency permitting, and coordination. The project was challenging due to the dynamic environment and proximately to the Shinnecock inlet and associated swift tidal change. Following completion of the fishing pier project, LKMA was contracted to develop plans and specifications to renovate the pedestrian approaches to the fishing piers. The improvements were completed by the fall of 2019 and the community was once again able to enjoy the vistas, scuba, and fishing opportunities provided by the Old Ponquogue Fishing Piers.

In 2019, the Town released a Request for Proposals for the rehabilitation to the Shinnecock Commercial Fishing Dock. This is the Town's only commercial fishing dock. Design elements includes, addressing a failing bulkhead, aging electrical infrastructure, dredging design and rehabilitation of the parking and storage areas. The location of this commercial fishing dock, is vulnerable to coastal storms, so resiliency is an important aspect of design. LKMA was awarded this design contract and has developed the project plans and regulatory permit applications.

I have also had the opportunity to work with LKMA on a number of other types of civil engineering projects including pedestrian safety projects and building renovation projects. My experience has been positive, and professional, with timely response and addressing of any issues and/or questions pertaining to the project. If you require additional discussion, please feel free to call me at 631-766-4939.

Sincerely,

Christine Fetten, P.E.
Town Engineer

h:\christine fetten\200307 cf ltr lkma.docx

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: L.K. McLean Associates Engineers & Surveyors, D.P.C.

Address: 437 South Country Road

City: Brookhaven State/Province/Territory: NY Zip/Postal Code: 11719

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) DPC

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: 2025 Vendor Disclosure Statement for NC.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

see attached

1 File(s) uploaded: 2025 Vendor Disclosure Statement for NC.pdf

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

none

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

none

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

none

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Robert Steele, PE [RSTEELE@LKMA.COM]

Dated: 08/21/2025 02:17:56 pm

Title: President/CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

L.K. McLean Associates Engineering & Surveying, D.P.C.
Vendor Disclosure Statement Information

Table of Organization

Officers – 5% or more:

Name	Title
Robert Steele, PE	President/CEO
James DeKoning, PE	Vice President
Christopher Dwyer	Vice President
Keith Masseria, PE	Vice President
Matthew Jedlicka, LEED AP	Principal
Name	**Title**
Tamara Stillman, PLS	Shareholder
Christine Belson	Shareholder



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Tamara Stillman, PLS,
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Christine Belson

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James L. DeKoning, P.E., Vice President
Keith Masseria, P.E., Vice President
Christopher Dwyer, Vice President
Tamara L. Stillman, P.L.S., Assistant Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Risk Strategies Company
New York Office
PO Box 818078
Cleveland, OH 44181

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): (212) 867-3550 **FAX (A/C, No):**
E-MAIL ADDRESS: certificates2@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co of America	25666
INSURER B : Travelers Indemnity Company	25658
INSURER C : Continental Casualty Company	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
L.K. McLean Associates Engineering & Surveying, D.P.C.
Robert Steele, President & CEO
437 S. Country Road
Brookhaven NY 11719

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR ✓ Contractual Liability Included ✓ Valuable Papers $50,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC ☐ OTHER:	✓		[redacted]	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			[redacted]	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000			[redacted]	5/1/2025	5/1/2026	EACH OCCURRENCE AGGREGATE 	$ 8,000,000 $ 8,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Professional & Pollution Liability			[redacted]	5/1/2025	5/1/2026	$5,000,000 Per Claim $5,000,000 Annual Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

T62461-01D_PIN 0761.44 Merrick Avenue Signal Expansion - Nassau County is additional insured for general liability as required by contract as respects to work performed by the insured.

CERTIFICATE HOLDER

NCDPW
1194 Prospect Avenue
Westbury NY 11590

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
RSC Insurance Brokerage

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: October 14, 2025

SUBJECT: Approval of Cap Increase
Merrick Avenue Signal Expansion
Encumbrance No. CFPW21000022
RFP# PW-T62461-01D/PIN 0761.44

This Department procured a contract to Louis K. McLean Associates Engineers & Surveyors, P.C. (McLean) to provide design services for Merrick Avenue Signal Expansion Project (CFPW21000022) for our Traffic Engineering Unit. This work included the design of twenty-three (23) traffic signals and ten (10) traffic cameras along Merrick Avenue in the hamlets of East Meadow, Merrick and North Merrick.

This agreement was signed on February 14, 2022, for a duration of one (1) year with an option of a one (1) year extension for an amount of $629,179.64. Due to unforeseen circumstances and the workload of the Traffic Engineering Unit and McLean, the project was unable to be completed within the initial term and a new termination date of February 13, 2026, was approved. In order to complete the project, additional design efforts are required.

This Department is requesting to increase the cap by forty thousand dollars ($40,000.00). The increase in cap will allow for the additional design efforts to be completed and enable McLean to produce final plans. The new cap for the project will be six hundred sixty-nine thousand one hundred seventy-nine dollars and sixty-four cents ($669,179.64).

If you approve or disapprove this request, please signify below and return the memo to this office for appropriate action.

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:JGP:HTL:las
c: Joseph Pecora, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Daniel Winkelman, Assistant Director of Traffic Engineering
Michael Hagan, Traffic Engineer III

APPROVED:

10/15/25

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

S:\SAN\Support Staff\Author\Hagan, Michael\L.K. McLean PW-T62461 Merrick Avenue Cap Increase.mh.doc

Request to Initiate - R25-0308 (P25-0160 - FED AID- Merrick Avenue Signal Expansion T62461-01D PIN 0761.44- Amendment 2)

RTI Status	**Active**		
Request Type	**RFP**		
Service Requested	**Additional money to complete design of traffic signals.**		
Justification	**Project will rebuild 23 traffic signals and install 10 traffic cameras along Merrick Avenue in the hamlets of East Meadow, Merrick and North Merrick.**		
Requested By	**Public Works**	Project Manager	**Michael Hagan**
Project Cost for this Phase / Contract	**Design**		
PIR Phase Amount Listed	**40,000.00**	Phase Cost	**40,000.00**
Total Project Cost	**$40,000.00**		
Start Work	**12/17/2025**	Duration	**18 months**
Renewal Options			
Procurement Method	**RFP**		
Procurement Method Reason	**8 firms submitted proposals for the project.**		
Priority Justification	**Federal Grant**		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	62461 - Merrick Avenue Signal Expansion	144	PWCAPCAP	40,000.00		0			12/18/2025	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of DaysShow calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • MaterialsShow calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
Do County employees always perform this function?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	**Michael Hagan**	**12/18/2025 07:38 am**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**12/18/2025 08:46 am**
AIM Entered	**Deanna Funk**	**12/18/2025 09:19 am**
Time Sheet Code	**25-0308**	
Commissioner Approved	**William Nimmo**	**12/19/2025 02:31 pm**
DCE / Ops Approved	**Arthur Walsh**	**12/23/2025 04:50 pm**

Project Initiation Request - P25-0160

General Information

Priority	**High**	LD	
Requirements Contract	**N**	Facilities	**N**
Insufficient Appropriation	**N**		
Project Title	**FED AID- Merrick Avenue Signal Expansion T62461-01D PIN 0761.44- Amendment 2**		
Requesting Department	**Public Works**	Requesting Unit	**Traffic**
Brief Project Description	**Project includes the design of twenty-three (23) traffic signals and ten (10) traffic cameras along Merrick Avenue from Hempstead Turnpike to Merrick Road, through the hamlets of East Meadow, Merrick and North Merrick. This amendment will add an additional $40,000 to the project cap. The new project cap will be $669,179.64.**		
Justification for Request	**This project will allow for the design of traffic signals to replace the existing infrastructure and upgrade the communication equipment to improve safety, maximize roadway capacity and minimize delays along Merrick Avenue. The additional money is needed for additional design efforts.**		
Project Type	**Traffic Management - Project only involving Signal or VMS work**		
Supervisor / PM	**Michael Hagan**		
Tags	**Accessibility, Environmental Impact , Mobility and Connectivity, Pedestrian Facilities, Road Safety, Safety**		

Project Schedule

Project Status	**Active**				
Project Initiation Start	**10/15/2025**	Planning Start	**10/16/2025**	Design Procurement Start	**10/17/2025**
Design Proposals Due	**11/19/2025**	Design Start Date	**11/28/2025**	Construction Procurement Start	**05/01/2026**
Bid Opening	**05/01/2026**	Construction Start	**05/05/2026**	Closeout Start	**05/05/2027**
Project Completion	**05/17/2027**				

Estimated Project Cost and Funding

	Amount	County	Federal (Direct)	Federal (Passthrough)	State	Other
Plan / Study	**0.00**					
		Comments				
Design	**40,000.00**	**Capital**				
Consultant		**40,000.00**				
Michael Hagan						
		Comments				
Management	**0.00**					
		Comments				
Construction	**0.00**					
		Comments				
		Comments				
Equipment						
Other						
Contingency						
Totals	**40,000.00**		**0.00**	**0.00**	**0.00**	**0.00**

Approvals

Request Submitted	**Michael Hagan**	**10/15/2025 04:22 pm**
Supervisor / Project Manager Assigned	**Michael Hagan**	
Supervisor / Project Manager Approved	**Michael Hagan**	**10/15/2025 04:22 pm**
Capital Funding Approved	**James Woytysiak**	**10/16/2025 09:42 am**
Commissioner Approved	**William Nimmo**	**10/16/2025 09:56 am**

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Robert Steele, PE, President/CEO — 12/09/25

Name and Title of Authorized Representative — m/d/yy

Signature — 12/09/25 Date

L.K. McLean Associates Engineering & Surveying, DPC

Name of Organization

437 South Country Road Brookhaven NY 11719

Address of Organization

Certified: 11/12/2024 01:35PM--
HENAYATIAN

E-156-24

Filed with the Clerk of the Nassau County
Legislature: 09/03/2024 09:00AM

NIFS ID: CLPW24000014

Capital: **X**

Contract ID #: **CFPW21000022**

NIFS Entry Date: **08/02/2024**

Department: Public Works

Service: **FED AID-Merrick Ave Signal Expansion T62461-01D PIN 0761.44 Amendment 1**

Term: **The Agreement shall be extended by twenty-four (24) months.**

Contract Delayed: **X**

Slip Type: **Amendment**		
CRP:		
Time Extension: **X**		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid: **X**	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **LK McLean Associated Engineering & Surveying DPC**	ID#[redacted]
Main Address: **437 South Country Road Brookhaven, NY 11719** Contract Specific Address: **LK McLean Associates Engineering & Surveyors PC 437 South Country Road Brookhaven, NY 11719**	
Main Contact: **Robert Steele** Contract Specific Contact: **Robert Steele**	
Main Phone: **(631) 286-8668** Contract Specific Phone: **(631) 286-8668**	

Department:
Contact Name: **Michael Hagan**
Address: **NCDPW 1194 Prospect Avenue Westbury, NY 11590**
Phone: **(516) 571-7019**
Email: **mhagan@nassaucountyny.gov,ldionisio@nassaucountyny.gov,CPetrucci@nassaucountyny.gov,Ekobel@nassaucountyny.gov**

Contract Summary

Purpose: The purpose of the original contract was for design services for the Merrick Avenue Signal Expansion Project (T62461-01D, PIN 0761.44). The design and construction will allow Nassau County to replace traffic signals and communications equipment to improve safety, maximize roadway capacity and minimize delays along Merrick Avenue. The purpose of the amendment will extend the term limit by twenty-four (24) months. The new termination date will be February 13, 2026. The added term will enable the consultant to complete the design plans.

Procurement History: RFP was issued 8/24/20. Eight (8) proposals were received and evaluated and LKMA was selected.

Description of General Provisions: The purpose of the original contract was for design services for the Merrick Avenue Signal Expansion Project (T62461-01D, PIN 0761.44). The design and construction will allow Nassau County to replace traffic signals and communications equipment to improve safety, maximize roadway capacity and minimize delays along Merrick Avenue. The purpose of the amendment will extend the term limit by twenty-four (24) months. The new termination date will be February 13, 2026. The added term will enable the consultant to complete the design plans.

Impact on Funding / Price Analysis: The maximum amount of the original agreement is $629,179.64. This amendment will result in no change to the maximum amount of the original agreement.

Change in Contract from Prior Procurement: An additional twenty-four (24) months are being requested.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 02/14/2022

Original procurement method: Request for Proposals

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 62461 144	01	$0.01
Project Number 62461 Project Detail 144								
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	107
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$0.01
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	08/02/2024 03:38PM	Approved
NIFS Final Approval	Roseann D'Alleva	08/06/2024 09:20AM	Approved
Final Approval	Roseann D'Alleva	08/06/2024 09:20AM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	08/06/2024 09:20AM	Approved
Final Approval	Roseann D'Alleva	08/06/2024 09:20AM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	08/21/2024 03:44PM	Approved
RE & Insurance Verification	Grady Farnan	08/06/2024 01:02PM	Approved
NIFS Approval	Mary Nori	08/21/2024 06:29PM	Approved
Final Approval	Mary Nori	08/21/2024 06:29PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	08/09/2024 04:52PM	Approved
NIFA Approval	Christopher Nolan	08/13/2024 05:28PM	Approved
Final Approval	Christopher Nolan	08/13/2024 05:28PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	08/27/2024 02:26PM	Approved
DCE Compliance Approval	Robert Cleary	08/27/2024 02:26PM	Approved
Vertical DCE Approval	Arthur Walsh	08/29/2024 03:22PM	Approved
Final Approval	Arthur Walsh	08/29/2024 03:22PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/30/2024 01:04PM	Approved

Legislature			
Final Approval	Halle Gigante	09/12/2024 11:24AM	Approved
Comptroller			
Claims Approval	Joseph Marcinek	10/10/2024 01:42PM	Approved
Legal Approval	Charlie Casolaro	10/10/2024 01:46PM	Approved
Accounting / NIFS Approval	Davidraja Krishnan	10/10/2024 02:46PM	Approved
Deputy Approval	Jeffrey Schoen	10/11/2024 02:25PM	Approved
Final Approval	Jeffrey Schoen	10/11/2024 02:25PM	Approved
Legislative Affairs			
Contract Sent for Certification	Eleftherios Sempepos	11/08/2024 04:17PM	Approved
Clerk of Legislature Certification			
Clerk of Legislature Certification	Helen Enayatian	11/12/2024 01:35PM	Approved

RULES RESOLUTION NO. – 2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LOUIS K. MCLEAN ASSOCIATES ENGINEERS & SURVEYORS, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Louis K. McLean Associates Engineers & Surveyors, P.C., to provide the County with "on-call" traffic engineering services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with Louis K. McLean Associates Engineers & Surveyors, P.C.

AMENDMENT No. 1

This AMENDMENT (this "Amendment No. 1"), made and entered as of February 13, 2024, by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and (ii) Louis K. McLean Associates Engineers & Surveyors, P.C. (the "Firm") having its principal office at 437 South Country Road, Brookhaven, NY 11719.

W I T N E S S E T H:

WHEREAS, pursuant to County contract number T62461-01D between the County and the Firm, executed on behalf of the County on February 14, 2022 (the "Original Agreement"), allowing the Firm to perform "On Call" traffic engineering services to the Department's Traffic Engineering Unit, which services are more fully described in the Original Agreement (the "Services");

WHEREAS, the term of the Original Agreement was from February 14, 2022 through February 14, 2023 with a one year extension that terminated February 13, 2024 (the "Original Term");

WHEREAS, the County and the Firm desire to extend the contract for twenty-four (24) months from February 13, 2024.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

Term. The Term of this amended Agreement shall be extended by twenty-four (24) months from February 13, 2024, so that the amended term commences on February 13, 2024 and ends twenty-four (24) months after this Amendment is executed by County. (Amended Term).

Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse,

child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

Full Force and Effect. All other conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

FIRM

By: _____
Name: Robert Steele
Title: President & CEO
Date: 6/21/24

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: 11/8/24

ARTHUR T. WALSH
Chief Deputy County Executive

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 21st day of June in the year 2024 before me personally came Robert Steel to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Exec VP of LK McLean, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

CHRISTINE L. BELSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE5087003
Qualified in Suffolk County
Commission Expires OCTOBER 27, 2025

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 8 day of November in the year 2024 before me personally came Arthur T Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

January 14, 2023

Louis K. McLean Associates Engineers & Surveyors PC
437 South Country Road
Brookhaven, New York 11719

Att: Raymond DiBiase, P.E.

Re: Merrick Avenue Signal Expansion- Design Services, Extension of Time
Contract No. CFPW21000022

Mr. DiBiase:

You are hereby authorized an extension of time for the completion of work for contract CFPW21000021. The new termination date is February 14, 2024. Due to the lapse of the contract, this letter will enable McLean to be retroactively paid for any work that was performed during the expired period.

If you should have any questions, please contact Mr. Michael Hagan, of Traffic Engineering at (516) 571-7019.

Very truly yours,

Kenneth G. Arnold, P.E.
Assistant to Commissioner of Public Works

KGA:JGP

c: Joseph G. Pecora, Deputy Commissioner of Public Works
Harold Lutz, Director of Traffic Engineering
Daniel Winkelman, Assistant Director of Traffic Engineering
Michael Hagan, Traffic Engineer III

E-153-21
Certified: 15-FEB-22 -- SALFANO

NIFS ID:CFPW21000022 Department: Public Works

Capital: X

SERVICE: Merrick Ave Signal Expansion-T62461-01D-PIN 0761.44

Contract ID #:CFPW21000022 NIFS Entry Date: 09/02/2021 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: **Louis K McLean Associates Engineers & Surveyors PC**	Vendor ID#: [redacted]
Address: 437 South Country Road Brookhaven, NY 11719	Contact Person: Raymond DiBiase
	Phone: (631) 286-8668

Department:
Contact Name: Jeff Lindgren
Address: NCDPW 1194 Prospect Avenue Westbury NY, 11590
Phone: (516) 571-6998

Routing Slip

Department	**NIFS Entry: X**	**02-SEP-21 -- LDIONISIO**
Department	**NIFS Approval: X**	**03-SEP-21 -- RD'ALLEVA**
DPW	**Capital Fund Approved: X**	**03-SEP-21 -- RDALLEVA**
OMB	**NIFA Approval: X**	**14-SEP-21 -- CNOLAN**
OMB	**NIFS Approval: X**	**03-SEP-21 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**08-SEP-21 -- AAMATO**
County Atty.	**Approval to Form:X**	**07-SEP-21 -- DGRIPPO**

CPO	**Approval: X**	**27-SEP-21 -- PARJUNE**
DCEC	**Approval: X**	**04-OCT-21 -- RCLEARY**
Dep. CE	**Approval: X**	**05-OCT-21 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**21-OCT-21 -- JSCHANTZ**
Legislature	**Approval: X**	**15-NOV-21 -- CALBERT**
Comptroller	**Deputy: X**	**22-DEC-21 -- JSCHOEN**
NIFA	**NIFA Approval: X**	**31-DEC-21 -- MWORSHAM**

Contract Summary

Purpose: Contract for design services for the project known as Merrick Avenue Signal Expansion Project. (T62461-01D; PIN 0761.44). The design and construction will allow Nassau County to replace traffic signals and communications equipment to improve safety, maximize roadway capacity, and minimize delays along the arterials.
Method of Procurement: RFP was issued 8/24/20
Procurement History: RFP issued 8/24/20 - 8 proposals were received and evaluated and LKMA was selected
Description of General Provisions: LMKA shall develop plans, design specifications and construction estimates for the Merrick Avenue Signal Expansion Project. This work includes design of 23 traffic signals, 10 traffic cameras and 2 variable message signs at Merrick Avenue locations in East Meadow, Merrick and North Merrick.
Impact on Funding / Price Analysis: The maximum amount of this agreement is $629,179.64 for a term of 12 months. Capital Project T62461-01D;PIN 0761.44. Current MWBE utilization rate is 22.2%.
Change in Contract from Prior Procurement: Not Applicable.
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	**CAP**
Control:	**62**
Resp:	**461**
Object:	**00002**
Transaction :	**CF**
Project #:	**62461**
Detail:	**144**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$0.00
Federal	$503,343.71
State	$0.00
Capital	$125,835.93
Other	$0.00
TOTAL	**$629,179.64**

LINE	INDEX/ OBJECT CODE	AMOUNT
1	PWCAPCAP/ 62461/144/00002	$629,179.64
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTAL	$629,179.64

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND LOUIS K. MCLEAN ASSOCIATES ENGINEERS AND SURVEYORS, P.C.

WHEREAS, the County has negotiated a personal services agreement with Louis K. McLean Associates Engineers and Surveyors, P.C. in connection with design services for the Merrick Avenue Signal Expansion Project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with Louis K. McLean Associates Engineers and Surveyors, P.C.

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Louis K McLean Associates Engineers & Surveyors, P.C., a consultant firm having its principal office at 437 South Country Road, Brookhaven, NY 11719 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate twelve (12) months from the date of execution (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement, for Merrick Avenue Signal Expansion shall consist of those specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to Two Point Four (2.4) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times Two Point Four (2.4), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy-five dollars ($175.00) per hour.

(d) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided they have been approved in advance by the

Department in writing, and are subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.

(2) Testing Laboratory Services, controlled inspections, and the like.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports, and other documents furnished to, or on behalf of the County in excess of five (5) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.

(6) Direct costs incurred in the relocation of the Firm's temporary field offices.

(7) Other comparable expenses as approved by the Department.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services and Contingency that may be so authorized, shall not exceed **Six Hundred Twenty-Nine Thousand One Hundred Seventy-Nine Dollars, Sixty-Four Cents** ($629,179.64).

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Firm's Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including

partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm's Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm's Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm's Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm's Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm's Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm's Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm's Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered

to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm's Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm's Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of five hundred thirty three dollars ($533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally lefty blank}

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

Louis K McLean Associates Engineers & Surveyors, PC

By: _____

Name: RAYMOND DIBIASE, PE

Title: PRESIDENT/CEO

Date: AUGUST 24, 2021

NASSAU COUNTY

By: _____

Name: ARM [illegible]

Title: County Executive

Date: 2-14-22

Chief Deputy County Executive

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ Suffolk)

On the 24 day of August in the year 20 21 before me personally came Raymond G Di Biase to me personally known who, being by me duly sworn, did depose and say that he or she resides in the County of . that he or she is the CEO of Laura K McKean Associates Engineers + Surveyors PC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Anna P. White
Notary Public, State of New York
No. 01WH5072750
Qualified in Suffolk County
Commission Expires Feb. 10, 2023

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 14th day of February in the year 2022 before me personally came Arthur T. Walsh to me personally known who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CHRISTOPHER GEORGE LEIMONE
Notary Public, State of New York
Reg. No. 02LE6391936
Qualified in Nassau County
Commission Expires May 20, 2023

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

The Scope of Services ("Scope") outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. The Program Goals and Objectives stated here shall serve only as examples. The Vendor is encouraged to demonstrate any and all municipals services and work it is able to provide or has provided to governmental or non-profit entities.

Overview

1. Under Contract with Nassau County the successful Firm shall develop a technical report, plans, specifications, and estimates for the construction for this project.
2. This work shall include the design of 23 traffic signals, 10 traffic cameras and 2 VMS at the following locations:

Traffic Signals

	Artery		Cross Street	Hamlet	Signal #
1	Merrick Avenue	@	The Bristal	East Meadow	11397
2	Merrick Avenue	@	Glenn Curtiss Blvd	East Meadow	11318
3	Merrick Avenue	@	Warren Street	East Meadow	1635
4	Merrick Avenue	@	Kalda Lane	East Meadow	1309
5	Merrick Avenue	@	Bellmore Avenue	East Meadow	1250
6	Merrick Avenue	@	Prospect Avenue	East Meadow	1249
7	Merrick Avenue	@	North Jerusalem Road	East Meadow	1165
8	Merrick Avenue	@	Midian Street	North Merrick	11544
9	Merrick Avenue	@	Meadowbrook Road	North Merrick	1369
10	Merrick Avenue	@	Old Mill Road	North Merrick	1288
11	Merrick Avenue	@	Henry Road	North Merrick	1407
12	Merrick Avenue	@	Lee Avenue	North Merrick	11434
13	Merrick Avenue	@	Camp Avenue	North Merrick	1031
14	Merrick Avenue	@	Webster Street	Merrick	1567
15	Merrick Avenue	@	Horatio Ave / Elliot Pl	Merrick	1247
16	Merrick Avenue	@	Merrick Ave School	Merrick	11410
17	Merrick Avenue	@	Loines Avenue	Merrick	1235
18	Merrick Avenue	@	Smith Street	Merrick	1030
19	Merrick Avenue	@	Benson Lane	Merrick	1234
20	Merrick Avenue	@	Kirkwood Avenue	Merrick	71285
21	Jerusalem Ave	@	Little Whale Neck Rd	North Merrick	1508
22	Jerusalem Ave	@	Merrick Avenue	North Merrick	1094
23	Jerusalem Ave	@	Meadowbrook Road	North Merrick	1173

Traffic Cameras

	Artery		Cross Street	Hamlet
1	Merrick Avenue	@	Glenn Curtiss Blvd	East Meadow
2	Merrick Avenue	@	Bellmore Avenue	East Meadow
3	Merrick Avenue	@	Prospect Avenue	East Meadow
4	Merrick Avenue	@	North Jerusalem Road	East Meadow
5	Merrick Avenue	@	Old Mill Road	North Merrick
6	Merrick Avenue	@	Camp Avenue	North Merrick
7	Merrick Avenue	@	Benson Lane	Merrick
8	Jerusalem Ave	@	Little Whale Neck Road	North Merrick
9	Jerusalem Ave	@	Merrick Avenue	North Merrick
10	Jerusalem Ave	@	Meadowbrook Road	North Merrick

VMS

	Artery		On approach to	Hamlet	For
1	Merrick Avenue	@	S/O Southern State Parkway	North Merrick	Northbound
2	Merrick Avenue	@	N/O Southern State Parkway	North Merrick	Southbound

3. The selected firm will provide contract documents in accordance with New York State Department of Transportation (NYSDOT) and the Procedures for Locally Federal Aid Projects Manual. Special coordination will be required in order to insure NYSDOT approval of the Advanced Detail Plans (ADP) and Plans, Specifications and Estimate (PS&E). All project work is intended to occur within public Right-of-Way (ROW).
4. The selected Firm shall be excluded from consideration for the construction related request for proposals that will succeed the final design.

Data Collection and Survey

1. The Firm will be required to survey, evaluate, and summarize existing traffic signal equipment for twenty-three (23) signals listed in Section C.2. This summary should include left turn signals, vehicle head size, location and layout, emergency vehicle and /or railroad pre-emption, controller type, crosswalks, vehicle detection type, mast arm and strain pole heights, and condition of equipment.
2. The firm will be required to evaluate proposed signal work with the Nassau County Project Manager and forward their recommendations to the County for review.
3. The selected firm will be required to survey, evaluate and prepare a written report of the proposed VMS and camera locations listed in Section C.2. The selected firm shall develop a table and map indicating locations where adequate right-of-way exists to allow for the installation of a sign structure foundation and pole without disruption of existing underground utilities. The selected firm must ensure that adequate pedestrian facilities will be retained following installation, that there will be minimum overhead utility disruption, and ensure that each VMS sign will be clearly visible from the motorist's vantage point.
4. Although two (2) proposed VMS and ten (10) camera locations have been identified, available right of way, viewing distance, underground utilities, and project budget may reduce the actual number of locations that will require a design plan. The County reserves the right to omit a

location and replace with a new location. The selected firm may propose alternate locations to the project manager for review.

5. The selected firm will be required to evaluate the proposed locations in consultation with the Nassau County Project Manager and forward their recommendations to the County Project Manager.
6. Each location where work is necessary, mapping at a scale of 1" = 20' shall be obtained or created. 1:20 plans shall be prepared for each intersection where work will be performed.
7. The Firm shall perform archival search for property lines and right-of-way based on information available on tax maps and deeds. The Firm shall solicit underground and overhead information from involved utility companies.
8. Interconnect mapping shall be developed at a scale of 1" = 40' on an as-needed basis or as ordered by the project manager. 1:40 interconnect plans shall be developed only for locations where interconnect cable or conduit is being replaced or repaired as the result of storm damages.
9. Field edit plans. Identify features that may impact proposed work. This includes but is not limited to poles, hydrants, signs, fencing, manholes, storm water catch basins, and trees. The field survey should insure that no underground or overhead utilities are affected by the proposed installation.
10. Although not every signal may require a full rebuild, signals that are being modified will also require plan sheets.
11. The selected Firm shall conduct an evaluation of the pedestrian ramps within the area where work is being conducted. The evaluation shall follow PROWAG and Nassau County guidelines.

Mapping

1. Transfer mapping and field edit data to County standard-size base sheets with the standard Nassau County Department of Public Works, Traffic Engineering title block.
2. Plot property lines and rights-of-way on the base sheets for **each** location.
3. Plot utilities and existing Nassau County traffic equipment on the base sheets for each location.

Data Development

1. Develop data tables to categorize existing traffic signal locations including the Nassau County numerical designations for each location.
2. Develop data table to categorize proposed wi-fi reader collection locations.
3. Develop data table to categorize incident management camera locations and proposed new camera locations.
4. Develop a table of utility pole attachment locations.
5. Develop a table to categorize Curb Ramps based upon location, type, and size.

Technical Design Report (TDR)

1. The TDR shall evaluate recommended improvements and mitigation for the scope of this project. The Firm will work with Nassau County to assess the technologies that best suit the project site areas. The firm shall prepare a technical design report that will include, at a minimum, the following:
   i. Description of existing conditions and associated problems;
   ii. Description of the scope of work;
   iii. Design criteria;
   iv. Schedule of anticipated design drawings;
   v. Construction Schedule;
   vi. Preliminary cost estimation;
   vii. Inventory of curb ramps;
   viii. Evaluation of the use of APS signaling
2. While other documents may be cited for reference, the Technical Design Report must be able to stand on its own as the basis for design. The firm shall submit the report (5 copies)

in draft form for review by the County. The firm shall meet with the County to discuss review comments and then revise and resubmit in final form (5 copies).

Specifications

1. NYSDOT Specifications and NYSDOT/Nassau County Special Specifications will be used for this design project. The Firm shall communicate any changes to NYSDOT and Nassau County specifications for approval by the County.
2. The Firm may be required to create new special specifications for items not currently used by the County. These new items would require submittal to NYSDOT for review and approval.
3. Final project specifications shall be stamped and signed by a New York State Professional Engineer.

County-Supplied Data

1. To the extent possible, Nassau County will provide information regarding the existing traffic signals and interconnect infrastructure at site locations. This information will be in the form of as-built plans and diagrams indicating above ground and underground cable locations as well as existing signal equipment. Plans showing the existing interconnect wiring will also be provided.
2. Nassau County can provide access to the Nassau County Geographical Information System (GIS) to assist in base map generation.
3. Nassau County will provide electronic files for all standard contract requirements.

Evaluation of Pedestrian Ramps

1. The Firm shall conduct an evaluation of the pedestrian ramps within the project area. The evaluation and subsequent design shall follow PROWAG and Nassau County guidelines.
2. For new pedestrian ramps that are installed under this project that do not meet PROWAG and Nassau County guidelines, a non-standard ramp justification form must be completed.

Pedestrian Signals

1. The selected Firm shall conduct an Accessible Pedestrian Signal (APS) feasibility evaluation for all intersections within the project area. The evaluation shall follow Nassau County guidelines. Those crossings where APS signaling is determined a priority will be included in the design services and added to the construction documents.
2. Pedestrian crossings shall incorporate pedestrian countdown signaling.

Final Design (ADP)

1. Develop and provide for County review, three (3) half-scale sets of advanced detail plans (approximately 90 percent complete) along with specifications and estimate of quantities for all traffic signals requiring a full re-build for each project.
2. Each proposed signal plan sheet must be accompanied by an equipment removal plan sheet and a cabinet wiring diagram table.
3. Advanced detail plans for each location shall identify curb lines, sidewalks, driveways, ROW, property lines, existing N.C. traffic equipment, and relevant utility information.
4. Engineers Estimate of Quantities table shall be provided.

Final Plans (PS&E)

1. Modify the 1" = 20' advanced detail plans and estimate of quantity sheets in accordance with the County review for each project.
2. Prepare and submit one (1) completed copy of the complete PS&E package and contract documents with Nassau County Boilerplate for each project.

3. Prepare and submit final plans on paper, including the specifications and estimate of quantities for each project.
4. Estimate of quantities shall be listed in excel spreadsheet format, broken down by intersection, as well as one (1) master quantities sheet totaling item quantities for the entire project.
5. Submit eight (8) half-scale copies of the plans on paper and AutoCAD electronic files following final County approval, including the specifications and estimate of quantities for each project.
6. Final plans shall be stamped and signed by a New York State Professional Engineer.

Meetings

1. Attend review meetings with the County and appointed consultants on the average of once per month in order to review job progress, resolve design issues and address and resolve other questions. The Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
2. Attend all meetings with the County and representatives of DOT and/or Public in relation to these projects. The Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
3. In addition, the Firm will be required to attend field meetings to discuss proposed equipment locations with the County project manager as well as any required meetings with public utility companies, FHWA, and DOT.

General Requirements

1. **PS&E submission shall have a deadline of July 1, 2022.**
2. A project schedule must be submitted to the County Project Manager at the start of design and shall be updated monthly by the Firm.
3. The Firm will be expected to enter into a user agreement with Nassau County GIS Department in order to utilize Nassau County GIS Mapping as a base map reference.
4. The construction phase of this project is a Federal Aid project and requires that certain documents be prepared and submitted to the NYSDOT in order to advance the project to the construction phase. The Firm will be responsible for completing some Federal Aid documents in accordance with the Local Procedures Manual.
5. The Firm will be responsible to coordinate and attend any make-ready walk-thru meetings with the appropriate utility companies.

Design Engineering Support During Construction

Prior to and during the course of project construction, the Firm shall assist Nassau County and the Prime Construction Contractor on a request basis for the following General Inspection Services:

1. Conform the contract bid documents (plans and specifications) to reflect changes made by addenda. Provide the County with one (1) set of conformed plans and master specification book as a PDF file and bound .DWG plans on a CD. Additionally, provide (4) hard copies of the conformed contract documents.
2. Provide representation at the site(s) pre-construction conference.
3. Per request of Nassau County, review and approve detailed construction, shop, and erection drawings.
4. Per request of Nassau County, review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
5. Per request of Nassau County, review all laboratory, shop, mill, material, and equipment test reports.
6. Per request of Nassau County, prepare supplemental sketches, if required, to reflect actual field conditions when conflicts and discrepancies between contract plans and site conditions exist.

7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
8. Per request of Nassau County, assist the County and Prime Construction Contractors in interpreting the construction contract documents.
9. Per request of Nassau County, review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
10. Arrange for the project manager and support staff to attend six (6) update and project meetings.
11. Per request of Nassau County, provide consultation on special construction problems by specialists in specific fields of work.
12. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.

Project(s) Start-Up Services

Per request of Nassau County, the Firm shall assist in start-up services during construction and shall continue until initiation of the one (1) year project performance period. The following detailed breakdown delineates the specific elements of the services associated with this project:

1. Scheduling

Per request of Nassau County, the Firm, in conjunction with the County and Prime Construction Contractor, shall assist in development of the overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.

2. Start-Up Assistance

Per request of Nassau County, the Firm shall provide expert on-site assistance prior to and during initial start-up. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision.

3. Strategic Start-Up Plan

This plan is designed to delineate major and minor events expected when placing into operation installed equipment. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, Firm, and Construction Contractors). This plan shall be reviewed with the County.

4. Troubleshooting and Debugging

It is anticipated that equipment problems will arise during and following start-up. Per request of Nassau County, the Firm shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems, and develop solutions that will minimize the overall effects on County personnel and traffic.

5. Optimization

Per request of Nassau County, the Firm shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" that signaling and associated equipment once they have been started up.

Cost Estimation

A construction cost estimate shall be furnished with each design milestone submittal. It is anticipated that the accuracy of such cost estimates shall increase with each successive milestone submittal. Submit three (3) copies of the detailed construction cost estimate at each of the design milestone points defined above.

Assumptions

1. All drawings will be submitted to the County using .DWG AutoCAD format.
2. Design of roadway improvements, as in road widening or radii improvements, will not be required.
3. Due to the nature of the proposed improvements, it is assumed that it is not necessary to tie the survey into the U.S. Geological Survey or State Plane Coordinate System.
4. Collection of traffic count data will not be necessary.
5. The County will provide as-built signal and highway plans where available.
6. The Firm will be responsible for recording meeting minutes at each meeting. These minutes shall be submitted to the County for review within one (1) week of the meeting. Following the County Project Manager's review, a copy of the final meeting minutes shall be submitted to the County.
7. The proposed project schedule requires completion of design work within 12 months of Notice to Proceed.
8. Soil borings will not be needed.
9. Environmental underground assessments (i.e. check for underground pollutant leakage) will not be needed.
10. It is assumed that the following available data will be provided by Nassau County:
    i. Arterial strip mapping and utility information (where available).
    ii. Fiber communications system plans.
    iii. Traffic signal and electrical intersection plans for signals impacted by this project.
    iv. Nassau County plans will be supplied in electronic format if available.
11. The installation of vehicle speed sensor equipment will be included as part of this project at key locations throughout the length of the project corridor.
12. Fiber Optic or Copper Interconnect Plans will be required as needed where interconnect work is being conducted.
13. In order to expedite the review of ADP plans, the engineering firm shall submit plans in groups of approximately fifteen (15) at a time.
14. The Engineering Firm shall prepare all project front sheets including, but not limited to: Index, Legend, Key Map, Notes Pages, Detail Sheets, Maintenance and Protection of Traffic Details, Sensor Location Details, Tables, Communication Diagrams, System Block Diagrams, Fiber Optic Allocation Tables, Fiber Optic Splice Plans, Camera details, Wi-Fi reader details, and any other pages requested by the County.
15. The Firm shall attend all Project coordination meetings and prepare, coordinate, and attend public meeting related events, both within and external to the County.
16. The Firm shall submit written responses to all County review comments.
17. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.
18. Review all questions during the contract bidding and prepare all addenda as required.

Federal and/or NY State Requirements

1. Proposals submitted and subsequent design and related services must comply with all applicable Federal, State and local laws, rules, regulations, codes, ordinances, and standards. These may include but are not limited to New York State General Municipal Law, New York State Department of Transportation (NYSDOT), Manual on Uniform Traffic Control Devices (MUTCD) and the New York State Supplement, Local and State codes including building, fire prevention, electrical, and other codes and ordinances, and all other applicable Federal, State and local regulations.
2. The Firm shall coordinate its design and related services with authorities having jurisdiction. All submittals required by such authorities having jurisdiction shall be the responsibility of the Firm.

Diversity Requirements

1. Nassau County is committed to awarding a contract to firms that will provide high quality services and that are dedicated to diversity and to containing costs. Nassau County strongly encourages Firms that are certified by New York State, and other city or state, or the federal government, as DBE and M/WBE firms, as well as Firms that are not yet certified but have applied to certification, to submit resources to this RFP. All New York State-certified DBE or M/WBE firms submitting proposals to this RFP should be registered as such with the New York State Department of Economic Development. For DBE or M/WBE firms that are not certified but have applied for certification, Respondents must provide evidence of filing including filing date.

Exhibit B
Payment Schedule

Payment to the Firm for all services as outlined in "Exhibit A," including any extra services that may be authorized under this Agreement, shall be made as follows:

A. The Firm shall be paid on the basis of **2.40** times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals, while engaging in a technical capacity in the project, on the same basis as technical personnel. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars ($175.00) per hour**.

B. With regard to any task for which payment is calculated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention hereby that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm

C. The firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The prior, written approval of the Commissioner is required. If the Firm hires new employees whom they wish to assign to work on this project, they must submit such employees' names, their titles and proposed salaries, and receive prior written approval from the Commissioner.

D. Claims for services performed shall be accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.

E. Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

H. Extra Services or Additional Costs. If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein and calculated in accordance with either paragraph A above. Such extra services are to be provided only after written authorization by the Department.

Appendix "EE"

Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Reward of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor

and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   RAYMOND DIBIASE, PE (Name)

   437 SOUTH COUNTRY ROAD, BROOKHAVEN, NY 11719(Address)

   631-286-8668 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to thesatisfaction of the Department that at the time of execution of this agreement, it had a reasonablecertainty that it would receive such waiver based on the Law and Rules pertaining to waivers, theCounty will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor_____has__X___has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action_____has_X___has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

AUGUST 24, 2021
Dated

Signature of Chief Executive Officer

RAYMOND DIBIASE, PE
Name of Chief Executive Officer

Sworn to before me this

24 day of August, 2021.

Notary Public

Anna P. White
Notary Public, State of New York
No. 01WH5072750
Qualified in Suffolk County
Commission Expires Feb. 10, 2023

Certified: --

E-30-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE FEBRUARY 27, 2026 12:57 PM

NIFS ID: CLPW26000007

Capital: **X**

Contract ID #: **CFPW23000003**
NIFS Entry Date: **01/15/2026**
DPW Contract Number: **B90400-01CMA**

Department: Public Works

Service: **On Call Construction Management Services-Buildings-B90400-01CMA-Amendment 1**
Term: **No change to contract term**
Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds: **X**		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **LiRo Program and Construction Management, PE P.C** DBA: **LiRo-Hill**	ID#:**113205660**
Main Address: **3 Aerial Way** **Syosset, NY 11791**	
Main Contact: **Nancy Malicki**	
Main Phone: **(516) 938-5476**	

Department:
Contact Name: **Valiant Yeung**
Address: **NCDPW** **1194 Prospect Avenue** **Westbury, NY 11590**
Phone: **(516) 571-6881**
Email: **cpetrucci@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,vyeung@nassaucountyny.gov**

Contract Summary

Purpose: Amendment No. 1 to provide additional funds to complete Construction Management Services for the Family Justice Center and Matrimonial Court contract completion.

Procurement History: Request for Proposals was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RPF was posted to the County's website and advertised in Newsday and the NYS Contract Reporter from June 6, 2022, to July 1, 2022. Proposals were received from twenty firms on July 1, 2022. Following the review, the technical rank was established, and the cost proposals were opened. As a result of

the scoring, the top nine firms who represent the highest technical rating and having proposed competitive fees, presented the best value to the County, and therefore were selected. LiRo Program and Construction Management, PE P.C, were one of the nine selected firms.

Description of General Provisions: Amendment No. 1 provides additional funds to continue CM services until construction completion.

Impact on Funding / Price Analysis: Amendment No. 1 is for $1,000,000.00 which will increase the maximum contract amount to $2,000,000.00. Funds are available under Capital Project 90632.

Change in Contract from Prior Procurement: Adding an additional $1,000,000.00 in funding, increasing the maximum contract amount to $2,000,000.00.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 05/23/2023

Original procurement method: Request for Proposals

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00003	PWCAPCAP 00003 90632 009	04	$0.01
Project Number 90632 Project Detail 009								
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$0.01
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	01/21/2026 07:34AM	Approved
NIFS Final Approval	Christopher Yansick	01/23/2026 08:03AM	Approved
Final Approval	Christopher Yansick	01/27/2026 07:46AM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	01/27/2026 07:47AM	Approved
Final Approval	Christopher Yansick	01/27/2026 07:47AM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	01/27/2026 08:15AM	Approved
Approval as to Form	Julie Silverstein	01/27/2026 05:30PM	Approved
NIFS Approval	Mary Nori	02/02/2026 03:15PM	Approved
Final Approval	Mary Nori	02/02/2026 03:15PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	01/27/2026 10:45AM	Approved
NIFA Approval	Christopher Nolan	01/30/2026 03:57PM	Approved
Final Approval	Christopher Nolan	01/30/2026 03:57PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	02/02/2026 03:21PM	Approved
DCE Compliance Approval	Robert Cleary	02/18/2026 02:22PM	Approved
Vertical DCE Approval	Arthur Walsh	02/27/2026 11:21AM	Approved
Final Approval	Arthur Walsh	02/27/2026 11:21AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	02/27/2026 12:40PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, PE P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with LiRo Program and Construction Management, PE P.C. to provide construction management services for the Family Justice Center and Matrimonial Court construction, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an amendment to the agreement with LiRo Program and Construction Management, PE P.C.

AMENDMENT NO. 1

THIS AMENDMENT No. 1 (this "Amendment No. 1"), effective date that the Amendment is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii) LiRo Program and Construction Management, PE P.C., (LiRo) having an office at Three Aerial Way, Syosset, NY 11791 (the "Firm", the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number B90400-01CMA between the County and the Firm, executed on behalf of the County on May 23, 2023 (the "Agreement"), the Firm performs certain construction management services for the County in connection with several On-Call CM missions including the Family Matrimonial Court and Family Justice Center, which services are more fully described in Exhibit "A" of the Agreement ("Services"); and

WHEREAS, the maximum Amount of Consideration that the County agreed to reimburse the Firm for professional services under the Agreement, as full compensation for the Services, was One Million Dollars ($1,000,000.00); and

WHEREAS, the County and the Firm desire to amend the Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment No. 1.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Agreement and this Amendment No. 1, the parties agree as follows:

Amended Amount of Consideration. The Amount of Consideration in the Agreement shall be increased by One Million Dollars ($1,000,000.00), such that the maximum amount to be paid to the Firm for the Firm's Services including any Extra Services that may be so authorized, shall not exceed Two Million Dollars ($2,000,000.00).

1. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment No. 1 shall remain in full force and effect and govern the relationship of the parties to the Agreement.

2. Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such

County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 as of the date first above written.

LIRO PROGRAM & CONSTRUCTION MANAGEMENT PE, P.C.

By: _____
Name: Raymond Ribeiro, P.E.
Title: Senior Vice President
Date: 12/04/2025

COUNTY OF NASSAU

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 4th day of December in the year 2025 before me personally came Raymond Ribeiro, P.E. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Senior Vice President of LiRo Program and Construction Management, PE P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Maria Galarza

MARIA GALARZA
Notary Public, State of New York
No. 01GA6423611
Qualified In Nassau County
Commission Expires October 18, 2029

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: LiRo Program and Construction Management, PE P.C

2. Amount requiring NIFA approval: $1,000,000.00

Amount to be encumbered: $0.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to No change to contract term
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)	X	Other	

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Amendment No. 1 to provide additional funds to complete Construction Management Services for the Family Justice Center and Matrimonial Court contract completion.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 01/30/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: December 3, 2025

SUBJECT: Contract No: B90400-01CMA
LiRo Program and Construction Management
On-Call Construction Management Services - Buildings
Responsibility Determination Memo

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

NYS Standard for State and Municipal Contract Approval

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements." NY CLS St. Fin §163 (1) (c). This standard is equivalent to the standard applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred. Vendor possesses requisite licenses.

3. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance
   Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.
>
> A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

December 3, 2025

SUBJECT: Contract No: B90400-01CMA
LiRo Program and Construction Management
On-Call Construction Management Services - Buildings
Responsibility Determination Memo

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Adverse Information Review

Vendor reports an OSHA violation by a nonperforming affiliate in 2021 resulting from a fall by an employee from an unprotected elevated work site. Vendor reports the corrective measures it has taken on subsequent jobsites to prevent a reoccurrence of the conditions that lead to the OSHA violation. Vendor reports multiple New York City administrative citations issued to a nonperforming affiliate related to violations of New York City air and noise codes.

The pending Vendor contracts with the County are for design work and construction management work. Accordingly, the construction work that gave rise to the OSHA violations and the New York City code citations is not the type of work that will be performed for the County, so similar violations cannot occur while performing County contract work. The Department has concluded that the vendor is a responsible vendor for the performance of the scope of work in Contract B90400-01CMA.

Jane Houdek

Jane Houdek
Attorney for DPW

JH:jd

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Rocco L. Trotta, PE state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Rocco L. Trotta, PE

Vendor's Address: 3 Aerial Way Syosset NY US 11791

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 09/16/2025 08:49:42 am

Lobbyist Registration and Disclosure Form: 09/16/2025 08:49:59 am

Business History Form certified: 09/16/2025 08:49:18 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 09/16/2025 08:50:29 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Michael Burton, PE [BURTONM@LIRO.COM]
Date Certified	09/16/2025 09:31:38 am

Principal Name	Michael Bailey, PE [BAILEYM@LIRO.COM]
Date Certified	09/16/2025 09:25:05 am

Principal Name	Lawrence Blond, PE [BLONDL@LIRO.COM]
Date Certified	09/16/2025 09:15:04 am

Principal Name	B. Charles Manning, PE [MANNINGC@LIRO.COM]
Date Certified	09/16/2025 09:02:05 am

Principal Name	Rocco Trotta, PE [TROTTAR@LIRO.COM]
Date Certified	09/16/2025 08:50:54 am

I, Rocco L. Trotta, PE hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Rocco L. Trotta, PE TROTTAR@LIRO.COM

Name

Chairman, CEO, President

Title

LiRo Program and Construction Management, PE P.C.

Name of Submitting Entity

09/16/2025 01:37:51 pm

Date

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

[redacted]

Electronically signed and certified at the date and time indicated by:
Rocco Trotta, PE [TROTTAR@LIRO.COM]

Dated: 09/16/2025 08:49:42 am

Vendor: LiRo Program and Construction Management, PE P.C.

Title: Chairman, CEO, President

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 09/16/2025

1) Proposer's Legal Name: LiRo Program and Construction Management, PE P.C.

2) Address of Place of Business: 3 Aerial Way

City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791

Country: US

Address: 1 State Street Plaza, 28th Floor

City: New York City State/Province/ Territory: NY Zip/Postal Code: 10004

Country:

Start Date: End Date:

Address: 116 North Washington Avenue, Office 301

City: Scranton State/Province/ Territory: PA Zip/Postal Code: 18503

Country: US

Start Date: End Date:

Address: 1266 E. Main Street, Soundview Plaza, Suite 700R

City: Stamford State/Province/ Territory: CT Zip/Postal Code: 06902

Country:

Start Date: End Date:

Address: 141-07 20th Avenue, Suite 403

City:	Whitestone	State/Province/ Territory:	NY	Zip/Postal Code:	11357
Country:					
Start Date:				End Date:	

Address:	212 West 35th Street				
City:	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10018
Country:	US				
Start Date:				End Date:	

Address:	235 East Jericho Turnpike				
City:	Mineola	State/Province/ Territory:	NY	Zip/Postal Code:	11501
Country:					
Start Date:				End Date:	

Address:	333 Thornall Street				
City:	Edison	State/Province/ Territory:	NJ	Zip/Postal Code:	08837
Country:	US				
Start Date:				End Date:	

Address:	455 Winding Brook Dr., Suite 201				
City:	Glastonbury	State/Province/ Territory:	CT	Zip/Postal Code:	06033
Country:	US				
Start Date:				End Date:	

Address:	529 Main Street, Suite 3303				
City:	Boston	State/Province/ Territory:	MA	Zip/Postal Code:	02129
Country:					
Start Date:				End Date:	

Address:	690 Delaware Avenue				
City:	Buffalo	State/Province/	NY	Zip/Postal	14209

		Territory:		Code:	
Country:					
Start Date:				End Date:	

Address:	703 Lorimer Street				
City:	Brooklyn	State/Province/ Territory:	NY	Zip/Postal Code:	11211
Country:					
Start Date:				End Date:	

Address:	75 Second Avenue				
City:	Needham	State/Province/ Territory:	MA	Zip/Postal Code:	02494
Country:	US				
Start Date:				End Date:	

Address:	85 Allen Street, Suite 300				
City:	Rochester	State/Province/ Territory:	NY	Zip/Postal Code:	14608
Country:					
Start Date:				End Date:	

3) Mailing Address (if different): _____

City: _____ State/Province/ Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) Professional Corporation

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:

LiRo Program and Construction Management, PE P.C. shares office space, staff, and equipment expenses with its affiliates:
LiRo Engineers, Inc.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Architects + Planners, P.C.
LiRo Constructors, Inc.
LiRo GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
LiRo-Hill, Corp. f/k/a Hill-LiRo. Corp.
James LaSala & Associates, LLP

8) Does this business control one or more other businesses?
YES [X] NO [ ] If yes, please provide details:

Monitor Builders, Inc. is a subsidiary.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

See attached file.

1 File(s) uploaded: BHF Q9 Attachment.pdf

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action

taken.

See Attached

1 File(s) uploaded: BHF-Q13 Attachment (Sept 2025).pdf

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of

interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We are not aware of any matter that is or may become a conflict of interest preventing LiRo from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact LiRo's ability to perform its services on this project, LiRo will fully disclose the nature of such conflict immediately to the County upon learning of it. Further, LiRo will establish a firewall, as necessary, to ensure that any such conflict of interest will not impact LiRo's ability to perform its services on the project.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

03/03/1994

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

B. Charles Manning, [redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

Rocco L. Trotta, PE, [redacted], Chairman, CEO, President
Lawrence H. Blond, PE, [redacted] Executive Vice President
Michael Burton, PE [redacted], Executive Vice President
Michael Bailey, PE, [redacted], Executive Vice President
B. Charles Manning, [redacted], Director, Shareholder, Owner

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

346

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

See attached

1 File(s) uploaded: Question A vii.pdf

viii) Copies of all state and local licenses and permits.

1 File(s) uploaded: LPCM 2024-2026 NYSED Professional Engineering License.pdf

B. Indicate number of years in business.

30

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

LiRo's staff of 900 professionals includes 128 licensed Professional Engineers and 26 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	NYS Department of Parks, Recreation and Historic Preservation		
Contact Person	Stephen McCorkell, RLA		
Address	625 Broadway		
City	Albany	State/Province/Territory	NY
Country	US		
Telephone	(518) 474-1352		
Fax #			
E-Mail Address	stephen.mccorkell@parks.ny.gov		

Company	Dormitory Authority, State of New York		
Contact Person	Stephen Curro, PE/Manageing Director of Construction		
Address	One Penn Plaza, 52nd floor		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(518) 257-3271		
Fax #			
E-Mail Address	scurro@dasny.org		

Company	Town of Oyster Bay DPW		
Contact Person	Richard Lenz, Commissioner		
Address	150 Miller Place		
City	Syosset	State/Province/Territory	NY
Country	US		
Telephone	(516) 677-5935		
Fax #	(516) 677-5878		

E-Mail Address rlenz@oysterbay-ny.gov

I, Rocco Trotta, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Rocco Trotta, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: LiRo Program and Construction Management, PE P.C.

Electronically signed and certified at the date and time indicated by:
Rocco Trotta, PE TROTTAR@LIRO.COM

Chairman, CEO, President
Title

09/16/2025 08:49:18 am
Date

Question 9

LiRo Program and Construction Management, PE P.C. [redacted].

LiRo Affiliated Companies include:

LiRo Architects + Planners, P.C.
LiRo Engineers, Inc.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
LiRo-Hill, Corp. f/k/a Hill-LiRo, Corp.
James LaSala & Associates, LLP

Question 13 Attachment

1.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted]

Circumstances: On January 22, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of RCNY Section 1-28 (B) - Failed to compile complete records for asbestos assessment report (No survey report with quantities and conditions).

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of [redacted]. This matter is now closed.

2.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted]

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of [redacted]. This matter is now closed.

3.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a total stipulated penalty of [redacted]

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of [redacted] for the violation of Section 1-41 (c) and [redacted] for the violation of Section 1-42 (a). The total penalty amount due is [redacted]. This matter is now closed.

4.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted]

Circumstances: On January 21, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for four (4) violations: (1) RCNY Section 1-51(C) BX22 for failure to ensure the wearing of protective clothing (coverall hood, hand gloves, etc.) in the work area by the air monitoring technician, (2) RCNY Section 1-37(f), for failure to create/maintain a sketch of the locations of the air samples per work shift or day, (3) RCNY Section 1-41(c) BX2D for failure to conduct an air sampling during abatement as per NYCHA protocol as required (need five air samples in the work area but only three were placed for Phase-II), and (4) RCNY Section 1-42(a) BX2F for failure to mount the air sampling cassettes on the commercially-available aluminum tripods. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on August 20, 2021 and given the nature of the

violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

6.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-37 (F)

Circumstances: On April 1, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 15, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

7.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-51(f)

Circumstances: On February 16, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-51(f), for failure to post or make available a copy of the current NYSDOL asbestos handling license of the third party air company at the work place. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 26, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

8.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-37 (F).

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY

Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

9.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted]

Circumstances: On May 14, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F) for failure to create/maintain a bound air sampling log, 1-41(C) for failure to conduct air sampling during abatement as required, and 1-42(A) for utilizing improperly located air samplers. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on December 7 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

10.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-37 (D) and 1-37(F).

Circumstances: On August 12, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(D) for failure to use a functional rotometer to check flow rates of mounted cassettes, and 1-37(F) for failure to create/maintain a bound air sampling log book. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on February 4, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

11.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-36(A).

Circumstances: On August 24, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(A) for failure to retain an independent third-party air monitor. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician on site. The LiRo technician on site was only able to present a copy of his certification instead of the original in violation of the regulation. A hearing was held on February 22, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

12.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-42(D)

Circumstances: On September 23, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(D) for failure to follow specified area sampling schedule for air monitoring. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling and the air sampling pump had a flow rate of zero instead of the required 5liters/min (was likely a defective pump). A hearing was held on February 25, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

13.

Agency: Commissioner of the Department of Environmental Protection of the City of New

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-36(B).

Circumstances: On December 27, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(B) for failure to have one air sampling technician present per three work areas in one work site to observe and maintain air sampling equipment for the duration of the air sample collection. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician at the work site throughout the air sample collection. The NYCDEP Inspector was not able to locate the Air Sampling Technician at the work site during the inspection. A hearing was held on May 6, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

14.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo Engineers, Inc. was fined [redacted] and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined [redacted] and subsequently paid the penalty. This matter is now closed.

15.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-108(I).

Circumstances: On June 1, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-108(I), failure to conduct proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at a site in Bronx, New York, and was required to make sure that the work area was completely dry before a visual inspection was conducted. The NYCDEP Inspector found that the area was not dry prior to LiRo's visual inspection. A hearing was held on September 2, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. The matter is now closed.

16.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] violation of Section 1-42(A).

Circumstances: On June 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), utilization of improperly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at a site in Queens, New York. The NYCDEP Inspector found that the air sampling pumps used by LiRo were improperly located next to each other. A hearing was held on September 9, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

17.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-37(F).

Circumstances: On July 28, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to maintain an air sampling log in a bound notebook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book included loose individual sheets of paper. A hearing was held on September 30, 2022, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

18.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-37(F).

Circumstances: On July 20, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to contain a sample location sketch in the air monitor's logbook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book did not contain a sample location sketch. A hearing was held on October 18, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

19.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-41(c).

Circumstances: On October 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41(c), for failure to conduct air sampling during abatement as required. LiRo Engineers, Inc., was performing air monitoring work on a roof in Manhattan, New York. The NYCDEP Inspector found that the air sampling pumps were outside of the delineated work area. A hearing was held on March 7, 2023 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

20.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-51(e)

Circumstances: On May 1, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-51(e) for failure to meet hygiene requirements at the work site. LiRo Engineers, Inc., was performing air monitoring work at 21 West 112 Street in Manhattan, New York. The NYCDEP Inspector found that the air sampling technician was wearing a watch during the performance of the air monitoring work. A hearing was held on August 8, 2023, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

21.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(a)

Circumstances: On August 22, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to place air sampling cassette four feet above the ground. LiRo Engineers, Inc., was performing air monitoring work at 225 Adelphi Street, Brooklyn, NY 11205. The NYCDEP Inspector found that the air sampling technician air sampling cassette was not four feet above the ground. A hearing was held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

22.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(a)

Circumstances: On August 24, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize properly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at 671 Willoughby Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air sampling technician placed the air sampling pump within 1 foot of the wall. A hearing was

held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

23.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(a) and §1-37 (f).

Circumstances: On October 12, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize a properly located air sampler and §1-37 (f) for failure to maintain an air sampling logbook. LiRo Engineers, Inc., was performing air monitoring work at 108-41 159th Street, Queens, NY 11433. The NYCDEP Inspector found that the air sampler was too close to the wall in the workspace and that the air sampling technician did not maintain a logbook. A hearing was held on February 13, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

24.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(a).

Circumstances: On October 11, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for its subconsultant's failure to utilize a properly located air sampler. LiRo Engineers, Inc.'s subconsultant was performing air monitoring work at 550 Cauldwell Avenue, Bronx, NY 10455. The NYCDEP Inspector found that the subconsultant's placement of the air sampler was too close to the wall in the workspace. A hearing was held on March 8, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

25.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY§1-37 (f) and (d).

Circumstances: On September 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY§1-37 (f) and (d) for failure to maintain an air sampling logbook and current calibration sheet for the rotometer at the workspace. LiRo Engineers, Inc., was performing air monitoring work at 30 Avenue D, New York, NY 10009. The NYCDEP Inspector found that the air sampling technician did not maintain a logbook and did not present the rotometer and associated worksheet upon request. A hearing was held on March 5, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

26.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(a)

Circumstances: On October 19, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall. LiRo Engineers, Inc., was performing air monitoring work at 411 Lafayette Avenue, Brooklyn, NY 11238. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. A hearing was held on April 2, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

27.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(a) and 15RCNY1-37(f).

Circumstances On November 29, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassettes too close to each other and 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 2324 Paulding Avenue, Bronx, NY 10469. The NYCDEP Inspector found that the air sampling cassettes were placed too close to each other. Furthermore, the air sampling log consisted of loose papers that were not permanently bound. A hearing was held on April 5, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

28.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(a) and 15RCNY1-41(c).

Circumstances On December 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall and 15RCNY1-41(c), for failure to conduct air sampling as required as the reading on one of the air sampling cassettes was zero. LiRo Engineers, Inc., was performing air monitoring work at 340 Williams Avenue, Brooklyn, NY 11207. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. Furthermore, one of the air sampling cassettes was malfunctioning and showed a reading of zero. A hearing was held on April 19, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

29.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 180 Powell Street, Brooklyn, NY 11212. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

30.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 107-02 Farragut Road, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

31.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 1540 East 102nd Street, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

32.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-37(f).

Circumstances: On January 25, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 193 Albany Avenue, Brooklyn, NY 11213. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was

held on July 19, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

33.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-37(f).

Circumstances: On July 11, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 32-11 Harper Street, Queens, NY 11368. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was held on January 3, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

34.

Agency: New York City Department of Environmental Protection

Violation No. [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(d).

Circumstances: On March 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(d), for failure to maintain the air sampling schedule for air monitoring work at 70-20 Parsons Boulevard, Queens, NY 11365. The NYCDEP Inspector found that the air monitoring equipment was not turned on at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be functioning properly when in use. A hearing was held on June 24, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

OSHA Violation

U.S. Department of Labor – Occupational Safety and Health Administration (OSHA)

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from "Serious" to "Other-than-Serious". LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty [redacted]. As part of this settlement, LiRo's Standard Corporate Health and Safety Program has been revised, and LiRo's personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

LiRo Engineers, Inc.
A LiRo Group Company
Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.937.5421 www.liro.com

Summary of the Regulatory Incidents

In over thirty (30) year in business, LiRo Engineers, Inc. and its family of companies (collectively, "LiRo") has undertaken literally thousands of complex and challenging construction, engineering, architectural design and environmental testing and consulting service projects in New York City, New York State, New England and the surrounding areas.

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations.

For example, all technical staff hires receive classroom training as required for certification and we supplement this with hands-on training where inspectors are coupled with experienced technicians to become more familiar with the practical applications of code enforcement, as well observe firsthand, abatement/remediation contractor means and methods.

As a further business practice, we hold all-hands staff meetings where management reviews our written internal operations standards, safety protocols, changes to applicable regulations and "lessons-learned" from unique project events. Our Project Managers follow up by making site inspections that we record as part of our business unit/corporate quality control efforts. In recognition of the fact that, for identical projects, the different code compliance agencies have different requirements, to safeguard against misinterpretation or confusion, we provide our field staff with a summary of inspection and air sampling protocols that reflect the specific federal, state, or local regulations that govern each project.

Each of the foregoing activities is intended to educate and train our staff to mitigate the chance of administrative violations and ensure proper performance of environmental testing services. LiRo has a no tolerance policy regarding code non-compliance and any employee found to have violated these code requirements is subject to severe disciplinary action, including suspension without pay and termination.

We evaluate our process and training requirements on a regular basis, and we look for every opportunity to improve our performance and eliminate such violations in the future.

As stated above, our efforts to severely mitigate testing violations have been successful and our commitment to this effect will continue into the balance of this year and beyond.

Question A vii

LiRo is headquartered in Syosset, NY, and continues to serve public and private sector clients ranging from villages and small companies to large state agencies. LiRo has the in-depth experience required to effectively address the requirements and concerns of this project, and is uniquely qualified to provide the expertise necessary to address the goals of this project.

LiRo has completed multiple projects that are the same or very similar to the proposed project. Below is a list of public sector clients for whom LiRo has provided similar work in the past five years.

- Nassau County Department of Public Works
- Town of Hempstead
- Town of Hempstead Department of Sanitation
- Town of Hempstead Department of Parks and Recreation
- Town of North Hempstead Department of Public Works
- Town of Oyster Bay Housing Authority
- Town of Oyster Bay Department of Public Works
- City of Long Beach Department of Public Works
- New York City Department of Transportation
- Suffolk County Department of Public Works
- New York City Police Department
- MTA – Bridges and Tunnels
- New York City Economic Development Corporation
- Westchester County Department of Public Works
- Port Authority of New York and New Jersey
- MTA – Long Island Rail Road
- New York City School Construction authority
- Dormitory Authority of the State of New York
- New York City Health & Hospitals Corporation
- New York City Housing Preservation and Development
- New York City Department of Design & Construction
- New York City Mayor's Office of Environmental Remediation
- New York State Department of Transportation
- New Jersey Turnpike Authority
- New York Public Library
- Empire State Development Corporation
- New York State Homes and Community Renewal
- New York State Thruway Authority
- MTA – New York City Transit
- New York City Housing Authority
- Rochester Housing Authority

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

LIRO PROGRAM & CONSTRUCTION MANAGEMENT PE PC
[redacted]
3 AERIAL WAY
SYOSSET, NY 11791-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2024 TO 12/31/2026.

CERTIFICATE NUMBER
0021411

BETTY ROSA
COMMISSIONER OF EDUCATION

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: B. Charles Manning, PE
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way

City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791
Country US
Telephone: 5169385476

Other present address(es):

City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

Type Business
Description
Address 1 State Street, 28th Floor

City New York State/Province/ Territory: NY Zip/Postal Code: 10004
Country US
Phone

Type Business
Description
Address 116 North Washington Avenue, Office 301

City Scranton State/Province/ Territory: PA Zip/Postal Code: 18503
Country US
Phone

Type	Business				
Description					
Address	1266 East Main Street, Soundview Plaza, Suite 700R				
City	Stamford	State/Province/ Territory:	CT	Zip/Postal Code:	06902
Country	US				
Phone	(203) 992-4560				

Type	Business				
Description					
Address	141-07 20th Avenue, Suite 403				
City	Whitestone	State/Province/ Territory:	NY	Zip/Postal Code:	11357
Country	US				
Phone	(718) 445-5295				

Type	Business				
Description					
Address	212 West 35th Street, 8th Floor				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	11801
Country	US				
Phone					

Type	Business				
Description					
Address	235 East Jericho Turnpike				
City	Mineola	State/Province/ Territory:	NY	Zip/Postal Code:	11501
Country	US				
Phone	(516) 746-2350				

Type	Business				
Description					
Address	333 Thornall Street				
City	Edison	State/Province/ Territory:	NJ	Zip/Postal Code:	08837

Country	US				
Phone					

Type	Business				
Description					
Address	455 Winding Brook Road, Suite 201				
City	Glastonbury	State/Province/ Territory:	CT	Zip/Postal Code:	06033
Country	US				
Phone					

Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/ Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 532-6300				

Type	Business				
Description					
Address	690 Delaware Avenue				
City	Buffalo	State/Province/ Territory:	NY	Zip/Postal Code:	14209
Country	US				
Phone	(716) 882-5476				

Type	Business				
Description					
Address	703 Lorimer Street				
City	Brooklyn	State/Province/ Territory:	NY	Zip/Postal Code:	11211
Country	US				
Phone	(718) 782-0267				

Type	Business
Description	

Address	75 Second Avenue				
City	Needham	State/Province/ Territory:	MA	Zip/Postal Code:	02494
Country	US				
Phone					

Type	Business				
Description					
Address	85 Allen Street, Suite 300				
City	Rochester	State/Province/ Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone	(585) 287-8833				

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	10/30/2020
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Other
Description	Director
Start Date	10/30/2020

Type	Other
Description	Owner
Start Date	10/30/2020

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

[redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Owner of:
[redacted]

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

All affiliate companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, B. Charles Manning, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, B. Charles Manning, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LiRo Program and Construction Management, PE P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
B. Charles Manning, PE MANNINGC@LIRO.COM

Shareholder/Owner, Director

Title

09/16/2025 09:02:05 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Lawrence H. Blond, PE
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way

City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791
Country US
Telephone: (516) 938-5476

Other present address(es):

City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

Type Business
Description
Address 1 State Street Plaza, 28th Floor

City New York State/Province/ Territory: NY Zip/Postal Code: 10004
Country US
Phone (212) 563-0280

Type Business
Description
Address 116 North Washington Avenue, Office 301

City Scranton State/Province/ Territory: PA Zip/Postal Code: 02494
Country US
Phone

Type	Business				
Description					
Address	1266 E. Main Street, Soundview Plaza, Suite 700R				
City	Stamford	State/Province/ Territory:	CT	Zip/Postal Code:	06902
Country	US				
Phone	(203) 992-4560				

Type	Business				
Description					
Address	141-07 20th Avenue, Suite 403				
City	Whitestone	State/Province/ Territory:	NY	Zip/Postal Code:	11357
Country	US				
Phone	(718) 445-5295				

Type	Business				
Description					
Address	212 West 35th Street, 8th Floor				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	11801
Country	US				
Phone					

Type	Business				
Description					
Address	235 East Jericho Turnpike				
City	Mineola	State/Province/ Territory:	NY	Zip/Postal Code:	11501
Country	US				
Phone	(516) 746-2350				

Type	Business				
Description					
Address	333 Thornall Street				
City	Edison	State/Province/ Territory:	NJ	Zip/Postal Code:	08837

Country	US				
Phone					

Type	Business				
Description					
Address	421 S. State Street, Suite 8				
City	Clarks Summit	State/Province/ Territory:	NY	Zip/Postal Code:	18411
Country	US				
Phone					

Type	Business				
Description					
Address	455 Winding Brook Dr., Suite 201				
City	Glastonbury	State/Province/ Territory:	CT	Zip/Postal Code:	06033
Country	US				
Phone					

Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/ Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 532-6300				

Type	Business				
Description					
Address	690 Delaware Avenue				
City	Buffalo	State/Province/ Territory:	NY	Zip/Postal Code:	14209
Country	US				
Phone	(716) 882-5476				

Type	Business
Description	

Address	703 Lorimer Street				
City	Brooklyn	State/Province/ Territory:	NY	Zip/Postal Code:	11211
Country	US				
Phone	(718) 782-0267				

Type	Business				
Description					
Address	75 Second Avenue				
City	Needham	State/Province/ Territory:	MA	Zip/Postal Code:	02494
Country	US				
Phone					

Type	Business				
Description					
Address	85 Allen Street, Suite 300				
City	Rochester	State/Province/ Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone	(585) 287-8833				

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Other
Description	Senior Vice President and General Manager
Start Date	09/01/2006

Type	Other
Description	Executive Vice President
Start Date	01/15/2020

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
[redacted]

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.
Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State Agencies

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
See attached

1 File(s) uploaded: PQ Q-11 Attachment (Sept 2025).pdf

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Lawrence Blond, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Lawrence Blond, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LiRo Program and Construction Management, PE P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Lawrence Blond, PE BLONDL@LIRO.COM

Executive Vice President

Title

09/16/2025 09:15:04 am

Date

Question 11 Attachment

1.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted]

Circumstances: On January 22, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of RCNY Section 1-28 (B) - Failed to compile complete records for asbestos assessment report (No survey report with quantities and conditions).

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of [redacted] This matter is now closed.

2.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted]

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of [redacted] This matter is now closed.

3.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a total stipulated penalty of [redacted].

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of [redacted] for the violation of Section 1-41 (c) and [redacted] for the violation of Section 1-42 (a). The total penalty amount due is [redacted]. This matter is now closed.

4.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted]

Circumstances: On January 21, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for four (4) violations: (1) RCNY Section 1-51(C) BX22 for failure to ensure the wearing of protective clothing (coverall hood, hand gloves, etc.) in the work area by the air monitoring technician, (2) RCNY Section 1-37(f), for failure to create/maintain a sketch of the locations of the air samples per work shift or day, (3) RCNY Section 1-41(c) BX2D for failure to conduct an air sampling during abatement as per NYCHA protocol as required (need five air samples in the work area but only three were placed for Phase-II), and (4) RCNY Section 1-42(a) BX2F for failure to mount the air sampling cassettes on the commercially-available aluminum tripods. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on August 20, 2021 and given the nature of the

violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

6.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-37 (F)

Circumstances: On April 1, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 15, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

7.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] violation of 15 RCNY 1-51(f)

Circumstances: On February 16, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-51(f), for failure to post or make available a copy of the current NYSDOL asbestos handling license of the third party air company at the work place. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 26, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

8.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-37 (F).

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY

Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

9.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-37 (F), 1-41(C), and 1-42(A).

Circumstances: On May 14, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F) for failure to create/maintain a bound air sampling log, 1-41(C) for failure to conduct air sampling during abatement as required, and 1-42(A) for utilizing improperly located air samplers. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on December 7 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

10.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-37 (D) and 1-37(F).

Circumstances: On August 12, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(D) for failure to use a functional rotometer to check flow rates of mounted cassettes, and 1-37(F) for failure to create/maintain a bound air sampling log book. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on February 4, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

11.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-36(A).

Circumstances: On August 24, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(A) for failure to retain an independent third-party air monitor. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician on site. The LiRo technician on site was only able to present a copy of his certification instead of the original in violation of the regulation. A hearing was held on February 22, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

12.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-42(D)

Circumstances: On September 23, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(D) for failure to follow specified area sampling schedule for air monitoring. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling and the air sampling pump had a flow rate of zero instead of the required 5liters/min (was likely a defective pump). A hearing was held on February 25, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

13.

Agency: Commissioner of the Department of Environmental Protection of the City of New

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-36(B).

Circumstances: On December 27, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(B) for failure to have one air sampling technician present per three work areas in one work site to observe and maintain air sampling equipment for the duration of the air sample collection. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician at the work site throughout the air sample collection. The NYCDEP Inspector was not able to locate the Air Sampling Technician at the work site during the inspection. A hearing was held on May 6, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

14.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo Engineers, Inc. was fined [redacted] and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined [redacted] and subsequently paid the penalty. This matter is now closed.

15.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-108(I).

Circumstances: On June 1, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-108(I), failure to conduct proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at a site in Bronx, New York, and was required to make sure that the work area was completely dry before a visual inspection was conducted. The NYCDEP Inspector found that the area was not dry prior to LiRo's visual inspection. A hearing was held on September 2, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. The matter is now closed.

16.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-42(A).

Circumstances: On June 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), utilization of improperly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at a site in Queens, New York. The NYCDEP Inspector found that the air sampling pumps used by LiRo were improperly located next to each other. A hearing was held on September 9, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

17.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-37(F).

Circumstances: On July 28, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to maintain an air sampling log in a bound notebook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book included loose individual sheets of paper. A hearing was held on September 30, 2022, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

18.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-37(F).

Circumstances: On July 20, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to contain a sample location sketch in the air monitor's logbook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book did not contain a sample location sketch. A hearing was held on October 18, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

19.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-41(c).

Circumstances: On October 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41(c), for failure to conduct air sampling during abatement as required. LiRo Engineers, Inc., was performing air monitoring work on a roof in Manhattan, New York. The NYCDEP Inspector found that the air sampling pumps were outside of the delineated work area. A hearing was held on March 7, 2023 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

20.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-51(e)

Circumstances: On May 1, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-51(e) for failure to meet hygiene requirements at the work site. LiRo Engineers, Inc., was performing air monitoring work at 21 West 112 Street in Manhattan, New York. The NYCDEP Inspector found that the air sampling technician was wearing a watch during the performance of the air monitoring work. A hearing was held on August 8, 2023, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

21.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(a)

Circumstances: On August 22, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to place air sampling cassette four feet above the ground. LiRo Engineers, Inc., was performing air monitoring work at 225 Adelphi Street, Brooklyn, NY 11205. The NYCDEP Inspector found that the air sampling technician air sampling cassette was not four feet above the ground. A hearing was held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

22.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(a)

Circumstances: On August 24, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize properly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at 671 Willoughby Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air sampling technician placed the air sampling pump within 1 foot of the wall. A hearing was

held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

23.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] violation of 15RCNY1-42(a) and §1-37 (f).

Circumstances: On October 12, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize a properly located air sampler and §1-37 (f) for failure to maintain an air sampling logbook. LiRo Engineers, Inc., was performing air monitoring work at 108-41 159th Street, Queens, NY 11433. The NYCDEP Inspector found that the air sampler was too close to the wall in the workspace and that the air sampling technician did not maintain a logbook. A hearing was held on February 13, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

24.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(a).

Circumstances: On October 11, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for its subconsultant's failure to utilize a properly located air sampler. LiRo Engineers, Inc.'s subconsultant was performing air monitoring work at 550 Cauldwell Avenue, Bronx, NY 10455. The NYCDEP Inspector found that the subconsultant's placement of the air sampler was too close to the wall in the workspace. A hearing was held on March 8, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

25.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY§1-37 (f) and (d).

Circumstances: On September 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY§1-37 (f) and (d) for failure to maintain an air sampling logbook and current calibration sheet for the rotometer at the workspace. LiRo Engineers, Inc., was performing air monitoring work at 30 Avenue D, New York, NY 10009. The NYCDEP Inspector found that the air sampling technician did not maintain a logbook and did not present the rotometer and associated worksheet upon request. A hearing was held on March 5, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

26.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(a)

Circumstances: On October 19, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall. LiRo Engineers, Inc., was performing air monitoring work at 411 Lafayette Avenue, Brooklyn, NY 11238. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. A hearing was held on April 2, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

27.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-42(a) and 15RCNY1-37(f).

Circumstances On November 29, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassettes too close to each other and 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 2324 Paulding Avenue, Bronx, NY 10469. The NYCDEP Inspector found that the air sampling cassettes were placed too close to each other. Furthermore, the air sampling log consisted of loose papers that were not permanently bound. A hearing was held on April 5, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

28.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-42(a) and 15RCNY1-41(c).

Circumstances On December 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall and 15RCNY1-41(c), for failure to conduct air sampling as required as the reading on one of the air sampling cassettes was zero. LiRo Engineers, Inc., was performing air monitoring work at 340 Williams Avenue, Brooklyn, NY 11207. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. Furthermore, one of the air sampling cassettes was malfunctioning and showed a reading of zero. A hearing was held on April 19, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

29.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 180 Powell Street, Brooklyn, NY 11212. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

30.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 107-02 Farragut Road, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

31.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 1540 East 102nd Street, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

32.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-37(f).

Circumstances: On January 25, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 193 Albany Avenue, Brooklyn, NY 11213. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was

held on July 19, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

33.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-37(f).

Circumstances: On July 11, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 32-11 Harper Street, Queens, NY 11368. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was held on January 3, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

34.

Agency: New York City Department of Environmental Protection

Violation No. [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(d).

Circumstances: On March 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(d), for failure to maintain the air sampling schedule for air monitoring work at 70-20 Parsons Boulevard, Queens, NY 11365. The NYCDEP Inspector found that the air monitoring equipment was not turned on at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be functioning properly when in use. A hearing was held on June 24, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

OSHA Violation

U.S. Department of Labor – Occupational Safety and Health Administration (OSHA)

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from "Serious" to "Other-than-Serious". LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty [redacted]. As part of this settlement, LiRo's Standard Corporate Health and Safety Program has been revised, and LiRo's personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

LiRo Engineers, Inc.
A LiRo Group Company
Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.937.5421 www.liro.com

Summary of the Regulatory Incidents

In over thirty (30) year in business, LiRo Engineers, Inc. and its family of companies (collectively, "LiRo") has undertaken literally thousands of complex and challenging construction, engineering, architectural design and environmental testing and consulting service projects in New York City, New York State, New England and the surrounding areas.

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations.

For example, all technical staff hires receive classroom training as required for certification and we supplement this with hands-on training where inspectors are coupled with experienced technicians to become more familiar with the practical applications of code enforcement, as well observe firsthand, abatement/remediation contractor means and methods.

As a further business practice, we hold all-hands staff meetings where management reviews our written internal operations standards, safety protocols, changes to applicable regulations and "lessons-learned" from unique project events. Our Project Managers follow up by making site inspections that we record as part of our business unit/corporate quality control efforts. In recognition of the fact that, for identical projects, the different code compliance agencies have different requirements, to safeguard against misinterpretation or confusion, we provide our field staff with a summary of inspection and air sampling protocols that reflect the specific federal, state, or local regulations that govern each project.

Each of the foregoing activities is intended to educate and train our staff to mitigate the chance of administrative violations and ensure proper performance of environmental testing services. LiRo has a no tolerance policy regarding code non-compliance and any employee found to have violated these code requirements is subject to severe disciplinary action, including suspension without pay and termination.

We evaluate our process and training requirements on a regular basis, and we look for every opportunity to improve our performance and eliminate such violations in the future.

As stated above, our efforts to severely mitigate testing violations have been successful and our commitment to this effect will continue into the balance of this year and beyond.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Michael Bailey, PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791
Country US
Telephone: (516) 938-5476

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

Type Business
Description
Address 1 State Street, 28th Floor
City New York State/Province/ Territory: NY Zip/Postal Code: 10004
Country US
Phone (212) 563-0280

Type Business
Description
Address 116 North Washington Avenue, Office 301
City Scranton State/Province/ Territory: PA Zip/Postal Code: 18503
Country US
Phone

Type	Business				
Description					
Address	1266 E. Main Street, Soundview Plaza, Suite 700R				
City	Stamford	State/Province/ Territory:	CT	Zip/Postal Code:	06902
Country	US				
Phone	(203) 992-4560				

Type	Business				
Description					
Address	141-07 20th Avenue, Suite 403				
City	Whitestone	State/Province/ Territory:	NY	Zip/Postal Code:	11357
Country	US				
Phone	(718) 445-5295				

Type	Business				
Description					
Address	212 West 35th Street, 8th Floor				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	11801
Country	US				
Phone					

Type	Business				
Description					
Address	235 East Jericho Turnpike				
City	Mineola	State/Province/ Territory:	NY	Zip/Postal Code:	11501
Country	US				
Phone	(516) 746-2350				

Type	Business				
Description					
Address	333 Thornall Street				
City	Edison	State/Province/ Territory:	NJ	Zip/Postal Code:	08837

Country	US				
Phone					

Type	Business				
Description					
Address	455 Winding Brook Dr., Suite 201				
City	Glastonbury	State/Province/ Territory:	CT	Zip/Postal Code:	06033
Country	US				
Phone					

Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/ Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 532-6300				

Type	Business				
Description					
Address	690 Delaware Avenue				
City	Buffalo	State/Province/ Territory:	NY	Zip/Postal Code:	14209
Country	US				
Phone	(716) 882-5476				

Type	Business				
Description					
Address	703 Lorimer Street				
City	Brooklyn	State/Province/ Territory:	NY	Zip/Postal Code:	11211
Country	US				
Phone	(718) 782-0267				

Type	Business
Description	

Address	75 Second Avenue				
City	Needham	State/Province/ Territory:	MA	Zip/Postal Code:	02494
Country	US				
Phone					

Type	Business				
Description					
Address	85 Allen Street, Suite 300				
City	Rochester	State/Province/ Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone	(585) 287-8833				

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Other
Description	Senior Vice President
Start Date	05/23/2014

Type	Other
Description	Executive Vice President
Start Date	01/15/2020

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Officer of:
[redacted]

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

The Affiliated companies have had numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
See Attached

1 File(s) uploaded: PQ Q-11 Attachment (Sept 2025).pdf

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or

. local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Michael Bailey, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael Bailey, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LiRo Program and Construction Management, PE P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael Bailey, PE BAILEYM@LIRO.COM

Executive Vice President

Title

09/16/2025 09:25:05 am

Date

Question 11 Attachment

1.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted]

Circumstances: On January 22, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of RCNY Section 1-28 (B) - Failed to compile complete records for asbestos assessment report (No survey report with quantities and conditions).

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of [redacted]. This matter is now closed.

2.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted]

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of [redacted]. This matter is now closed.

3.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a total stipulated penalty of [redacted]

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of [redacted] for the violation of Section 1-41 (c) and [redacted] for the violation of Section 1-42 (a). The total penalty amount due is [redacted] This matter is now closed.

4.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted]

Circumstances: On January 21, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for four (4) violations: (1) RCNY Section 1-51(C) BX22 for failure to ensure the wearing of protective clothing (coverall hood, hand gloves, etc.) in the work area by the air monitoring technician, (2) RCNY Section 1-37(f), for failure to create/maintain a sketch of the locations of the air samples per work shift or day, (3) RCNY Section 1-41(c) BX2D for failure to conduct an air sampling during abatement as per NYCHA protocol as required (need five air samples in the work area but only three were placed for Phase-II), and (4) RCNY Section 1-42(a) BX2F for failure to mount the air sampling cassettes on the commercially-available aluminum tripods. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on August 20, 2021 and given the nature of the

violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

6.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-37 (F)

Circumstances: On April 1, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 15, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

7.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-51(f)

Circumstances: On February 16, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-51(f), for failure to post or make available a copy of the current NYSDOL asbestos handling license of the third party air company at the work place. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 26, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

8.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-37 (F).

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY

Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

9.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-37 (F), 1-41(C), and 1-42(A).

Circumstances: On May 14, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F) for failure to create/maintain a bound air sampling log, 1-41(C) for failure to conduct air sampling during abatement as required, and 1-42(A) for utilizing improperly located air samplers. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on December 7 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

10.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-37 (D) and 1-37(F).

Circumstances: On August 12, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(D) for failure to use a functional rotometer to check flow rates of mounted cassettes, and 1-37(F) for failure to create/maintain a bound air sampling log book. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on February 4, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

11.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of Section 1-36(A).

Circumstances: On August 24, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(A) for failure to retain an independent third-party air monitor. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician on site. The LiRo technician on site was only able to present a copy of his certification instead of the original in violation of the regulation. A hearing was held on February 22, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

12.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-42(D)

Circumstances: On September 23, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(D) for failure to follow specified area sampling schedule for air monitoring. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling and the air sampling pump had a flow rate of zero instead of the required 5liters/min (was likely a defective pump). A hearing was held on February 25, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

13.

Agency: Commissioner of the Department of Environmental Protection of the City of New

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-36(B).

Circumstances: On December 27, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(B) for failure to have one air sampling technician present per three work areas in one work site to observe and maintain air sampling equipment for the duration of the air sample collection. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician at the work site throughout the air sample collection. The NYCDEP Inspector was not able to locate the Air Sampling Technician at the work site during the inspection. A hearing was held on May 6, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

14.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo Engineers, Inc. was fined [redacted] and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined [redacted] and subsequently paid the penalty. This matter is now closed.

15.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-108(I).

Circumstances: On June 1, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-108(I), failure to conduct proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at a site in Bronx, New York, and was required to make sure that the work area was completely dry before a visual inspection was conducted. The NYCDEP Inspector found that the area was not dry prior to LiRo's visual inspection. A hearing was held on September 2, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. The matter is now closed.

16.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-42(A).

Circumstances: On June 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), utilization of improperly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at a site in Queens, New York. The NYCDEP Inspector found that the air sampling pumps used by LiRo were improperly located next to each other. A hearing was held on September 9, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

17.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-37(F).

Circumstances: On July 28, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to maintain an air sampling log in a bound notebook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book included loose individual sheets of paper. A hearing was held on September 30, 2022, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

18.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] violation of Section 1-37(F).

Circumstances: On July 20, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to contain a sample location sketch in the air monitor's logbook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book did not contain a sample location sketch. A hearing was held on October 18, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

19.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-41(c).

Circumstances: On October 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41(c), for failure to conduct air sampling during abatement as required. LiRo Engineers, Inc., was performing air monitoring work on a roof in Manhattan, New York. The NYCDEP Inspector found that the air sampling pumps were outside of the delineated work area. A hearing was held on March 7, 2023 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

20.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-51(e)

Circumstances: On May 1, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-51(e) for failure to meet hygiene requirements at the work site. LiRo Engineers, Inc., was performing air monitoring work at 21 West 112 Street in Manhattan, New York. The NYCDEP Inspector found that the air sampling technician was wearing a watch during the performance of the air monitoring work. A hearing was held on August 8, 2023, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

21.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-42(a)

Circumstances: On August 22, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to place air sampling cassette four feet above the ground. LiRo Engineers, Inc., was performing air monitoring work at 225 Adelphi Street, Brooklyn, NY 11205. The NYCDEP Inspector found that the air sampling technician air sampling cassette was not four feet above the ground. A hearing was held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

22.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] violation of 15RCNY1-42(a)

Circumstances: On August 24, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize properly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at 671 Willoughby Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air sampling technician placed the air sampling pump within 1 foot of the wall. A hearing was

held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

23.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-42(a) and §1-37 (f).

Circumstances: On October 12, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize a properly located air sampler and §1-37 (f) for failure to maintain an air sampling logbook. LiRo Engineers, Inc., was performing air monitoring work at 108-41 159th Street, Queens, NY 11433. The NYCDEP Inspector found that the air sampler was too close to the wall in the workspace and that the air sampling technician did not maintain a logbook. A hearing was held on February 13, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

24.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(a).

Circumstances: On October 11, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for its subconsultant's failure to utilize a properly located air sampler. LiRo Engineers, Inc.'s subconsultant was performing air monitoring work at 550 Cauldwell Avenue, Bronx, NY 10455. The NYCDEP Inspector found that the subconsultant's placement of the air sampler was too close to the wall in the workspace. A hearing was held on March 8, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

25.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY§1-37 (f) and (d).

Circumstances: On September 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY§1-37 (f) and (d) for failure to maintain an air sampling logbook and current calibration sheet for the rotometer at the workspace. LiRo Engineers, Inc., was performing air monitoring work at 30 Avenue D, New York, NY 10009. The NYCDEP Inspector found that the air sampling technician did not maintain a logbook and did not present the rotometer and associated worksheet upon request. A hearing was held on March 5, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

26.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-42(a)

Circumstances: On October 19, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall. LiRo Engineers, Inc., was performing air monitoring work at 411 Lafayette Avenue, Brooklyn, NY 11238. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. A hearing was held on April 2, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

27.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-42(a) and 15RCNY1-37(f).

Circumstances On November 29, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassettes too close to each other and 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 2324 Paulding Avenue, Bronx, NY 10469. The NYCDEP Inspector found that the air sampling cassettes were placed too close to each other. Furthermore, the air sampling log consisted of loose papers that were not permanently bound. A hearing was held on April 5, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

28.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-42(a) and 15RCNY1-41(c).

Circumstances On December 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall and 15RCNY1-41(c), for failure to conduct air sampling as required as the reading on one of the air sampling cassettes was zero. LiRo Engineers, Inc., was performing air monitoring work at 340 Williams Avenue, Brooklyn, NY 11207. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. Furthermore, one of the air sampling cassettes was malfunctioning and showed a reading of zero. A hearing was held on April 19, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

29.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 180 Powell Street, Brooklyn, NY 11212. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

30.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 107-02 Farragut Road, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

31.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 1540 East 102nd Street, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

32.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-37(f).

Circumstances: On January 25, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 193 Albany Avenue, Brooklyn, NY 11213. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was

held on July 19, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

33.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-37(f).

Circumstances: On July 11, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 32-11 Harper Street, Queens, NY 11368. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was held on January 3, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

34.

Agency: New York City Department of Environmental Protection

Violation No. [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-42(d).

Circumstances: On March 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(d), for failure to maintain the air sampling schedule for air monitoring work at 70-20 Parsons Boulevard, Queens, NY 11365. The NYCDEP Inspector found that the air monitoring equipment was not turned on at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be functioning properly when in use. A hearing was held on June 24, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

OSHA Violation

U.S. Department of Labor – Occupational Safety and Health Administration (OSHA)

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from "Serious" to "Other-than-Serious". LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty of [redacted] As part of this settlement, LiRo's Standard Corporate Health and Safety Program has been revised, and LiRo's personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

LiRo Engineers, Inc.
A LiRo Group Company
Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.937.5421 www.liro.com

Summary of the Regulatory Incidents

In over thirty (30) year in business, LiRo Engineers, Inc. and its family of companies (collectively, "LiRo") has undertaken literally thousands of complex and challenging construction, engineering, architectural design and environmental testing and consulting service projects in New York City, New York State, New England and the surrounding areas.

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations.

For example, all technical staff hires receive classroom training as required for certification and we supplement this with hands-on training where inspectors are coupled with experienced technicians to become more familiar with the practical applications of code enforcement, as well observe firsthand, abatement/remediation contractor means and methods.

As a further business practice, we hold all-hands staff meetings where management reviews our written internal operations standards, safety protocols, changes to applicable regulations and "lessons-learned" from unique project events. Our Project Managers follow up by making site inspections that we record as part of our business unit/corporate quality control efforts. In recognition of the fact that, for identical projects, the different code compliance agencies have different requirements, to safeguard against misinterpretation or confusion, we provide our field staff with a summary of inspection and air sampling protocols that reflect the specific federal, state, or local regulations that govern each project.

Each of the foregoing activities is intended to educate and train our staff to mitigate the chance of administrative violations and ensure proper performance of environmental testing services. LiRo has a no tolerance policy regarding code non-compliance and any employee found to have violated these code requirements is subject to severe disciplinary action, including suspension without pay and termination.

We evaluate our process and training requirements on a regular basis, and we look for every opportunity to improve our performance and eliminate such violations in the future.

As stated above, our efforts to severely mitigate testing violations have been successful and our commitment to this effect will continue into the balance of this year and beyond.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Michael Burton, PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791
Country US
Telephone: (516) 938-5476

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

Type Business
Description
Address 1 State Street Plaza, 28th Floor
City New York State/Province/ Territory: NY Zip/Postal Code: 10004
Country US
Phone (212) 563-0280

Type Business
Description
Address 116 North Washington Avenue, Office 301
City Scranton State/Province/ Territory: PA Zip/Postal Code: 18503
Country US
Phone

Type	Business				
Description					
Address	1266 E. Main Street, Soundview Plaza, Suite 700R				
City	Stamford	State/Province/ Territory:	CT	Zip/Postal Code:	06902
Country	US				
Phone	(203) 992-4560				

Type	Business				
Description					
Address	141-07 20th Avenue, Suite 403				
City	Whitestone	State/Province/ Territory:	NY	Zip/Postal Code:	11357
Country	US				
Phone	(718) 445-5295				

Type	Business				
Description					
Address	212 West 35th Street, 8th Floor				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	11801
Country	US				
Phone					

Type	Business				
Description					
Address	235 East Jericho Turnpike				
City	Mineola	State/Province/ Territory:	NY	Zip/Postal Code:	11501
Country	US				
Phone	(516) 746-2350				

Type	Business				
Description					
Address	333 Thornall Street				
City	Edison	State/Province/ Territory:	NJ	Zip/Postal Code:	08837

Country	US				
Phone					

Type	Business				
Description					
Address	455 Winding Brook Dr., Suite 201				
City	Glastonbury	State/Province/ Territory:	CT	Zip/Postal Code:	06033
Country	US				
Phone					

Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/ Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 532-6300				

Type	Business				
Description					
Address	690 Delaware Avenue				
City	Buffalo	State/Province/ Territory:	NY	Zip/Postal Code:	14209
Country	US				
Phone	(716) 882-5476				

Type	Business				
Description					
Address	703 Lorimer Street				
City	Brooklyn	State/Province/ Territory:	NY	Zip/Postal Code:	11211
Country	US				
Phone	(718) 782-0267				

Type	Business
Description	

Address	75 Second Avenue				
City	Needham	State/Province/ Territory:	MA	Zip/Postal Code:	02494
Country	US				
Phone					

Type	Business				
Description					
Address	85 Allen Street, Suite 300				
City	Rochester	State/Province/ Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone	(585) 287-8833				

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Other
Description	Senior Vice President
Start Date	03/16/2009

Type	Other
Description	Executive Vice President
Start Date	01/15/2020

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Mr. Burton is an officer of the following affiliated companies:

[redacted]

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

See Attached

1 File(s) uploaded: PQ Q-11 Attachment (Sept 2025).pdf

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Michael Burton, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael Burton, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LiRo Program and Construction Management, PE P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael Burton, PE BURTONM@LIRO.COM

Executive Vice President

Title

09/16/2025 09:31:38 am

Date

Question 11 Attachment

1.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted]

Circumstances: On January 22, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of RCNY Section 1-28 (B) - Failed to compile complete records for asbestos assessment report (No survey report with quantities and conditions).

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of [redacted]. This matter is now closed.

2.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted].

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of [redacted]. This matter is now closed.

3.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a total stipulated penalty of [redacted].

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of [redacted] for the violation of Section 1-41 (c) and [redacted] for the violation of Section 1-42 (a). The total penalty amount due is [redacted] This matter is now closed.

4.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted]

Circumstances: On January 21, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for four (4) violations: (1) RCNY Section 1-51(C) BX22 for failure to ensure the wearing of protective clothing (coverall hood, hand gloves, etc.) in the work area by the air monitoring technician, (2) RCNY Section 1-37(f), for failure to create/maintain a sketch of the locations of the air samples per work shift or day, (3) RCNY Section 1-41(c) BX2D for failure to conduct an air sampling during abatement as per NYCHA protocol as required (need five air samples in the work area but only three were placed for Phase-II), and (4) RCNY Section 1-42(a) BX2F for failure to mount the air sampling cassettes on the commercially-available aluminum tripods. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on August 20, 2021 and given the nature of the

violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

6.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-37 (F)

Circumstances: On April 1, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 15, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

7.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-51(f)

Circumstances: On February 16, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-51(f), for failure to post or make available a copy of the current NYSDOL asbestos handling license of the third party air company at the work place. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 26, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

8.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-37 (F).

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY

Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

9.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 1-37 (F), 1-41(C), and 1-42(A).

Circumstances: On May 14, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F) for failure to create/maintain a bound air sampling log, 1-41(C) for failure to conduct air sampling during abatement as required, and 1-42(A) for utilizing improperly located air samplers. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on December 7 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

10.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-37 (D) and 1-37(F).

Circumstances: On August 12, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(D) for failure to use a functional rotometer to check flow rates of mounted cassettes, and 1-37(F) for failure to create/maintain a bound air sampling log book. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on February 4, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

11.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-36(A).

Circumstances: On August 24, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(A) for failure to retain an independent third-party air monitor. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician on site. The LiRo technician on site was only able to present a copy of his certification instead of the original in violation of the regulation. A hearing was held on February 22, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

12.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-42(D)

Circumstances: On September 23, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(D) for failure to follow specified area sampling schedule for air monitoring. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling and the air sampling pump had a flow rate of zero instead of the required 5liters/min (was likely a defective pump). A hearing was held on February 25, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

13.

Agency: Commissioner of the Department of Environmental Protection of the City of New

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-36(B).

Circumstances: On December 27, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(B) for failure to have one air sampling technician present per three work areas in one work site to observe and maintain air sampling equipment for the duration of the air sample collection. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician at the work site throughout the air sample collection. The NYCDEP Inspector was not able to locate the Air Sampling Technician at the work site during the inspection. A hearing was held on May 6, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

14.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo Engineers, Inc. was fined [redacted] and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined [redacted] and subsequently paid the penalty. This matter is now closed.

15.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of Section 1-108(I).

Circumstances: On June 1, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-108(I), failure to conduct proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at a site in Bronx, New York, and was required to make sure that the work area was completely dry before a visual inspection was conducted. The NYCDEP Inspector found that the area was not dry prior to LiRo's visual inspection. A hearing was held on September 2, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. The matter is now closed.

16.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-42(A).

Circumstances: On June 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), utilization of improperly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at a site in Queens, New York. The NYCDEP Inspector found that the air sampling pumps used by LiRo were improperly located next to each other. A hearing was held on September 9, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

17.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of Section 1-37(F).

Circumstances: On July 28, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to maintain an air sampling log in a bound notebook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book included loose individual sheets of paper. A hearing was held on September 30, 2022, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

18.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of Section 1-37(F).

Circumstances: On July 20, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to contain a sample location sketch in the air monitor's logbook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book did not contain a sample location sketch. A hearing was held on October 18, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

19.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-41(c).

Circumstances: On October 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41(c), for failure to conduct air sampling during abatement as required. LiRo Engineers, Inc., was performing air monitoring work on a roof in Manhattan, New York. The NYCDEP Inspector found that the air sampling pumps were outside of the delineated work area. A hearing was held on March 7, 2023 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

20.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-51(e)

Circumstances: On May 1, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-51(e) for failure to meet hygiene requirements at the work site. LiRo Engineers, Inc., was performing air monitoring work at 21 West 112 Street in Manhattan, New York. The NYCDEP Inspector found that the air sampling technician was wearing a watch during the performance of the air monitoring work. A hearing was held on August 8, 2023, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

21.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-42(a)

Circumstances: On August 22, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to place air sampling cassette four feet above the ground. LiRo Engineers, Inc., was performing air monitoring work at 225 Adelphi Street, Brooklyn, NY 11205. The NYCDEP Inspector found that the air sampling technician air sampling cassette was not four feet above the ground. A hearing was held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

22.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(a)

Circumstances: On August 24, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize properly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at 671 Willoughby Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air sampling technician placed the air sampling pump within 1 foot of the wall. A hearing was

held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

23.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] violation of 15RCNY1-42(a) and §1-37 (f).

Circumstances: On October 12, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize a properly located air sampler and §1-37 (f) for failure to maintain an air sampling logbook. LiRo Engineers, Inc., was performing air monitoring work at 108-41 159th Street, Queens, NY 11433. The NYCDEP Inspector found that the air sampler was too close to the wall in the workspace and that the air sampling technician did not maintain a logbook. A hearing was held on February 13, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

24.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-42(a).

Circumstances: On October 11, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for its subconsultant's failure to utilize a properly located air sampler. LiRo Engineers, Inc.'s subconsultant was performing air monitoring work at 550 Cauldwell Avenue, Bronx, NY 10455. The NYCDEP Inspector found that the subconsultant's placement of the air sampler was too close to the wall in the workspace. A hearing was held on March 8, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

25.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY§1-37 (f) and (d).

Circumstances: On September 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY§1-37 (f) and (d) for failure to maintain an air sampling logbook and current calibration sheet for the rotometer at the workspace. LiRo Engineers, Inc., was performing air monitoring work at 30 Avenue D, New York, NY 10009. The NYCDEP Inspector found that the air sampling technician did not maintain a logbook and did not present the rotometer and associated worksheet upon request. A hearing was held on March 5, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

26.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(a)

Circumstances: On October 19, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall. LiRo Engineers, Inc., was performing air monitoring work at 411 Lafayette Avenue, Brooklyn, NY 11238. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. A hearing was held on April 2, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

27.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-42(a) and 15RCNY1-37(f).

Circumstances On November 29, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassettes too close to each other and 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 2324 Paulding Avenue, Bronx, NY 10469. The NYCDEP Inspector found that the air sampling cassettes were placed too close to each other. Furthermore, the air sampling log consisted of loose papers that were not permanently bound. A hearing was held on April 5, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

28.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] violation of 15RCNY1-42(a) and 15RCNY1-41(c).

Circumstances On December 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall and 15RCNY1-41(c), for failure to conduct air sampling as required as the reading on one of the air sampling cassettes was zero. LiRo Engineers, Inc., was performing air monitoring work at 340 Williams Avenue, Brooklyn, NY 11207. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. Furthermore, one of the air sampling cassettes was malfunctioning and showed a reading of zero. A hearing was held on April 19, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

29.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 180 Powell Street, Brooklyn, NY 11212. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

30.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 107-02 Farragut Road, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

31.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 1540 East 102nd Street, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

32.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-37(f).

Circumstances: On January 25, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 193 Albany Avenue, Brooklyn, NY 11213. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was

held on July 19, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

33.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-37(f).

Circumstances: On July 11, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 32-11 Harper Street, Queens, NY 11368. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was held on January 3, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

34.

Agency: New York City Department of Environmental Protection

Violation No. [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(d).

Circumstances: On March 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(d), for failure to maintain the air sampling schedule for air monitoring work at 70-20 Parsons Boulevard, Queens, NY 11365. The NYCDEP Inspector found that the air monitoring equipment was not turned on at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be functioning properly when in use. A hearing was held on June 24, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

OSHA Violation

U.S. Department of Labor – Occupational Safety and Health Administration (OSHA)

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from "Serious" to "Other-than-Serious". LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a penalty [redacted] As part of this settlement, LiRo's Standard Corporate Health and Safety Program has been revised, and LiRo's personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

LiRo Engineers, Inc.
A LiRo Group Company
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Summary of the Regulatory Incidents

In over thirty (30) year in business, LiRo Engineers, Inc. and its family of companies (collectively, "LiRo") has undertaken literally thousands of complex and challenging construction, engineering, architectural design and environmental testing and consulting service projects in New York City, New York State, New England and the surrounding areas.

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations.

For example, all technical staff hires receive classroom training as required for certification and we supplement this with hands-on training where inspectors are coupled with experienced technicians to become more familiar with the practical applications of code enforcement, as well observe firsthand, abatement/remediation contractor means and methods.

As a further business practice, we hold all-hands staff meetings where management reviews our written internal operations standards, safety protocols, changes to applicable regulations and "lessons-learned" from unique project events. Our Project Managers follow up by making site inspections that we record as part of our business unit/corporate quality control efforts. In recognition of the fact that, for identical projects, the different code compliance agencies have different requirements, to safeguard against misinterpretation or confusion, we provide our field staff with a summary of inspection and air sampling protocols that reflect the specific federal, state, or local regulations that govern each project.

Each of the foregoing activities is intended to educate and train our staff to mitigate the chance of administrative violations and ensure proper performance of environmental testing services. LiRo has a no tolerance policy regarding code non-compliance and any employee found to have violated these code requirements is subject to severe disciplinary action, including suspension without pay and termination.

We evaluate our process and training requirements on a regular basis, and we look for every opportunity to improve our performance and eliminate such violations in the future.

As stated above, our efforts to severely mitigate testing violations have been successful and our commitment to this effect will continue into the balance of this year and beyond.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Rocco Trotta, PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/ Territory: NY Zip/Postal Code: 11791
Country US
Telephone: (516) 938-5476

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

Type Business
Description
Address 1 State Street Plaza, 28th Floor
City New York State/Province/ Territory: NY Zip/Postal Code: 10004
Country US
Phone (212) 563-0280

Type Business
Description
Address 116 North Washington Avenue, Office 301
City Scranton State/Province/ Territory: PA Zip/Postal Code: 18503
Country US
Phone

Type	Business				
Description					
Address	1266 E. Main Street, Soundview Plaza, Suite 700R				
City	Stamford	State/Province/ Territory:	CT	Zip/Postal Code:	06902
Country	US				
Phone	(203) 992-4560				

Type	Business				
Description					
Address	141-07 20th Avenue, Suite 403				
City	Whitestone	State/Province/ Territory:	NY	Zip/Postal Code:	11357
Country	US				
Phone	(718) 445-5295				

Type	Business				
Description					
Address	212 West 35th Street, 8th Floor				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	11801
Country	US				
Phone					

Type	Business				
Description					
Address	235 East Jericho Turnpike				
City	Mineola	State/Province/ Territory:	NY	Zip/Postal Code:	11501
Country	US				
Phone	(516) 746-2350				

Type	Business				
Description					
Address	333 Thornall Street				
City	Edison	State/Province/ Territory:	NJ	Zip/Postal Code:	08837

Country	US				
Phone					

Type	Business				
Description					
Address	455 Winding Brook Dr., Suite 201				
City	Glastonbury	State/Province/ Territory:	CT	Zip/Postal Code:	06033
Country	US				
Phone					

Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/ Territory:	MA	Zip/Postal Code:	02129
Country	US				
Phone	(617) 532-6300				

Type	Business				
Description					
Address	690 Delaware Ave				
City	Buffalo	State/Province/ Territory:	NY	Zip/Postal Code:	14209
Country	US				
Phone	(716) 882-5476				

Type	Business				
Description					
Address	703 Lorimer Street				
City	Brooklyn	State/Province/ Territory:	NY	Zip/Postal Code:	11211
Country	US				
Phone	(718) 782-0267				

Type	Business
Description	

Address	75 Second Avenue				
City	Needham	State/Province/ Territory:	MA	Zip/Postal Code:	02494
Country	US				
Phone					

Type	Business				
Description					
Address	85 Allen Street, Suite 300				
City	Rochester	State/Province/ Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone	(585) 287-8833				

2. Positions held in submitting business and starting date of each (check all applicable)

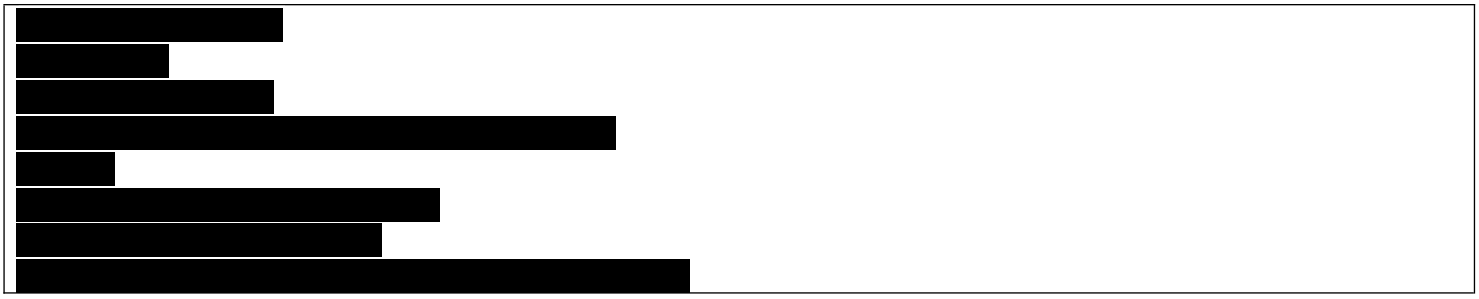
President	10/30/2020	Treasurer	
Chairman of Board	03/03/1994	Shareholder	03/03/1994
Chief Exec. Officer	10/30/2020	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.





1 File(s) uploaded: Rocco Q5 Non LiRo RT Companies Attachment.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
See Attached

1 File(s) uploaded: PQ Q-11 Attachment (Sept 2025).pdf

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Rocco Trotta, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Rocco Trotta, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LiRo Program and Construction Management, PE P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Rocco Trotta, PE TROTTAR@LIRO.COM

Chairman, CEO, President

Title

09/16/2025 08:50:54 am

Date

Question 11 Attachment

1.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted]

Circumstances: On January 22, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of RCNY Section 1-28 (B) - Failed to compile complete records for asbestos assessment report (No survey report with quantities and conditions).

LiRo was conducting asbestos investigations at 10 sites for LiRo projects with NYCDDC, which were the subject of a January 2020 audit by NYCDEP. The inspector from the NYCDEP reported that LiRo failed to prepare and produce asbestos survey reports that include the quantities and conditions of all building materials collected for analysis, in reference to the filed ACP5 report for each of the 10 projects audited. Following multiple hearings, LiRo accepted the stipulation to pay the penalty amount of [redacted]. This matter is now closed.

2.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted]

Circumstances: On November 6, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for violation of 15 RCNY Section 1-37 (f) – "Failed to document sample location sketch and sample flow rates as part of log". On the date of the inspection, LiRo was conducting air monitoring at a site for a LiRo project with NYCHA. The inspector from the NYCDEP reported, upon inspection of the air monitor log, that LiRo failed to record sample flow rates and sample location sketches as part of the log, as required by section 1-37 (f)(3)(5). This section mandates that the log must contain a sample location sketch, showing the sample ID numbers, identifying all project air sample locations, per work shift or day of area air samples. The sketch must be made within one hour of the beginning of sample collection. LiRo accepted the stipulation to pay the penalty amount of [redacted]. This matter is now closed.

3.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a total stipulated penalty of [redacted]

Circumstances: On December 20, 2020, LiRo Engineers, Inc. ("LiRo") was cited by the New York City Department of Environmental Protection ("NYCDEP") for two violations of 15 RCNY, Section 1-41 (c), "Failed to conduct air sampling during abatement as required" and Section 1-42 (a), "Utilized improperly located air samplers". On the date of the inspection, LiRo was conducting air sampling at a site for a LiRo project with NYCDDC. The NYCDEP inspector reported he observed an air sampling pump improperly placed, per section 1-42(a). In addition, the NYCDEP inspector observed that an air sampling pump was placed improperly inside the work area, in violation of section 1-41 (c). LiRo accepted the stipulation to pay the penalty amount of [redacted] for the violation of Section 1-41 (c) and [redacted] the violation of Section 1-42 (a). The total penalty amount due is [redacted]0. This matter is now closed.

4.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation Nos.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted]

Circumstances: On January 21, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for four (4) violations: (1) RCNY Section 1-51(C) BX22 for failure to ensure the wearing of protective clothing (coverall hood, hand gloves, etc.) in the work area by the air monitoring technician, (2) RCNY Section 1-37(f), for failure to create/maintain a sketch of the locations of the air samples per work shift or day, (3) RCNY Section 1-41(c) BX2D for failure to conduct an air sampling during abatement as per NYCHA protocol as required (need five air samples in the work area but only three were placed for Phase-II), and (4) RCNY Section 1-42(a) BX2F for failure to mount the air sampling cassettes on the commercially-available aluminum tripods. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on August 20, 2021 and given the nature of the

violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

6.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 1-37 (F)

Circumstances: On April 1, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 15, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

7.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-51(f)

Circumstances: On February 16, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-51(f), for failure to post or make available a copy of the current NYSDOL asbestos handling license of the third party air company at the work place. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on October 26, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

8.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 1-37 (F).

Circumstances: On March 30, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY

Section 1-37(f), for failure to create a bounded air sampling log. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on November 16, 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

9.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] violation of 1-37 (F), 1-41(C), and 1-42(A).

Circumstances: On May 14, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F) for failure to create/maintain a bound air sampling log, 1-41(C) for failure to conduct air sampling during abatement as required, and 1-42(A) for utilizing improperly located air samplers. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on December 7 2021, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

10.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of $2,500 for violation of 1-37 (D) and 1-37(F).

Circumstances: On August 12, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(D) for failure to use a functional rotometer to check flow rates of mounted cassettes, and 1-37(F) for failure to create/maintain a bound air sampling log book. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling. A hearing was held on February 4, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

11.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of Section 1-36(A).

Circumstances: On August 24, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(A) for failure to retain an independent third-party air monitor. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician on site. The LiRo technician on site was only able to present a copy of his certification instead of the original in violation of the regulation. A hearing was held on February 22, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

12.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 1-42(D)

Circumstances: On September 23, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(D) for failure to follow specified area sampling schedule for air monitoring. The Environmental Division of LiRo Engineers, Inc. was performing asbestos project air-sampling and the air sampling pump had a flow rate of zero instead of the required 5liters/min (was likely a defective pump). A hearing was held on February 25, 2022, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

13.

Agency: Commissioner of the Department of Environmental Protection of the City of New

Violation No.: 051005594R

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-36(B).

Circumstances: On December 27, 2021, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-36(B) for failure to have one air sampling technician present per three work areas in one work site to observe and maintain air sampling equipment for the duration of the air sample collection. The Environmental Division of LiRo Engineers, Inc. was performing Asbestos Project Air Sampling which required a certified Air Sampling Technician at the work site throughout the air sample collection. The NYCDEP Inspector was not able to locate the Air Sampling Technician at the work site during the inspection. A hearing was held on May 6, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

14.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo Engineers, Inc. was fined [redacted] and subsequently paid the penalty.

Circumstances: On January 26, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), Utilization of Improperly Located Air Sampler. LiRo Engineers, Inc. was performing air sampling work at a site in Queens, New York. LiRo Engineers, Inc. was fined [redacted] and subsequently paid the penalty. This matter is now closed.

15.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-108(I).

Circumstances: On June 1, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-108(I), failure to conduct proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at a site in Bronx, New York, and was required to make sure that the work area was completely dry before a visual inspection was conducted. The NYCDEP Inspector found that the area was not dry prior to LiRo's visual inspection. A hearing was held on September 2, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. The matter is now closed.

16.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of Section 1-42(A).

Circumstances: On June 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-42(A), utilization of improperly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at a site in Queens, New York. The NYCDEP Inspector found that the air sampling pumps used by LiRo were improperly located next to each other. A hearing was held on September 9, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

17.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-37(F).

Circumstances: On July 28, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to maintain an air sampling log in a bound notebook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book included loose individual sheets of paper. A hearing was held on September 30, 2022, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

18.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of Section 1-37(F).

Circumstances: On July 20, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-37(F), for failure to contain a sample location sketch in the air monitor's logbook. LiRo Engineers, Inc., was performing air monitoring work at a site in the Bronx, New York. The NYCDEP Inspector found that the air monitor's log book did not contain a sample location sketch. A hearing was held on October 18, 2022 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

19.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-41(c).

Circumstances: On October 27, 2022, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for violation of RCNY Section 1-41(c), for failure to conduct air sampling during abatement as required. LiRo Engineers, Inc., was performing air monitoring work on a roof in Manhattan, New York. The NYCDEP Inspector found that the air sampling pumps were outside of the delineated work area. A hearing was held on March 7, 2023 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

20.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-51(e)

Circumstances: On May 1, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-51(e) for failure to meet hygiene requirements at the work site. LiRo Engineers, Inc., was performing air monitoring work at 21 West 112 Street in Manhattan, New York. The NYCDEP Inspector found that the air sampling technician was wearing a watch during the performance of the air monitoring work. A hearing was held on August 8, 2023, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

21.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-42(a)

Circumstances: On August 22, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to place air sampling cassette four feet above the ground. LiRo Engineers, Inc., was performing air monitoring work at 225 Adelphi Street, Brooklyn, NY 11205. The NYCDEP Inspector found that the air sampling technician air sampling cassette was not four feet above the ground. A hearing was held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

22.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-42(a)

Circumstances: On August 24, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize properly located air samplers. LiRo Engineers, Inc., was performing air monitoring work at 671 Willoughby Avenue, Brooklyn, NY 11206. The NYCDEP Inspector found that the air sampling technician placed the air sampling pump within 1 foot of the wall. A hearing was

held on January 19, 2024 and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

23.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-42(a) and §1-37 (f).

Circumstances: On October 12, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for failure to utilize a properly located air sampler and §1-37 (f) for failure to maintain an air sampling logbook. LiRo Engineers, Inc., was performing air monitoring work at 108-41 159th Street, Queens, NY 11433. The NYCDEP Inspector found that the air sampler was too close to the wall in the workspace and that the air sampling technician did not maintain a logbook. A hearing was held on February 13, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

24.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-42(a).

Circumstances: On October 11, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of RCNY 15RCNY1-42(a), for its subconsultant's failure to utilize a properly located air sampler. LiRo Engineers, Inc.'s subconsultant was performing air monitoring work at 550 Cauldwell Avenue, Bronx, NY 10455. The NYCDEP Inspector found that the subconsultant's placement of the air sampler was too close to the wall in the workspace. A hearing was held on March 8, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

25.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY§1-37 (f) and (d).

Circumstances: On September 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY§1-37 (f) and (d) for failure to maintain an air sampling logbook and current calibration sheet for the rotometer at the workspace. LiRo Engineers, Inc., was performing air monitoring work at 30 Avenue D, New York, NY 10009. The NYCDEP Inspector found that the air sampling technician did not maintain a logbook and did not present the rotometer and associated worksheet upon request. A hearing was held on March 5, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

26.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(a)

Circumstances: On October 19, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall. LiRo Engineers, Inc., was performing air monitoring work at 411 Lafayette Avenue, Brooklyn, NY 11238. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. A hearing was held on April 2, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

27.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15RCNY1-42(a) and 15RCNY1-37(f).

Circumstances On November 29, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassettes too close to each other and 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 2324 Paulding Avenue, Bronx, NY 10469. The NYCDEP Inspector found that the air sampling cassettes were placed too close to each other. Furthermore, the air sampling log consisted of loose papers that were not permanently bound. A hearing was held on April 5, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

28.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-42(a) and 15RCNY1-41(c).

Circumstances On December 14, 2023, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(a), for placing the air sampling cassette too close to the wall and 15RCNY1-41(c), for failure to conduct air sampling as required as the reading on one of the air sampling cassettes was zero. LiRo Engineers, Inc., was performing air monitoring work at 340 Williams Avenue, Brooklyn, NY 11207. The NYCDEP Inspector found that the air sampling cassette was placed within two feet of the wall. Furthermore, one of the air sampling cassettes was malfunctioning and showed a reading of zero. A hearing was held on April 19, 2024, and given the nature of the violations, a stipulated penalty was agreed to by the parties. This matter is now closed.

29.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 180 Powell Street, Brooklyn, NY 11212. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

30.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 107-02 Farragut Road, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

31.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15 RCNY 1-108(i).

Circumstances: On February 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-108(i), for failure to conduct and document a proper visual inspection. LiRo Engineers, Inc. was performing air monitoring work at 1540 East 102nd Street, Brooklyn, NY 11236. The NYCDEP Inspector found that while the air monitor had passed a visual inspection in his logbook following the completion of abatement, there was visible ACM VAT debris remaining in the abated work area which tested positive for asbestos. A hearing was held on June 25, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

32.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated [redacted] for violation of 15RCNY1-37(f).

Circumstances: On January 25, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 193 Albany Avenue, Brooklyn, NY 11213. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was

held on July 19, 2024, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

33.

Agency: Commissioner of the Department of Environmental Protection of the City of New York

Violation No.: [redacted]

Determination: LiRo agreed to pay a stipulated penalty of [redacted] for violation of 15 RCNY 1-37(f).

Circumstances: On July 11, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15 RCNY 1-37(f), for failure to maintain the air sampling log in a permanently bound book. LiRo Engineers, Inc., was performing air monitoring work at 32-11 Harper Street, Queens, NY 11368. The NYCDEP Inspector found that the air sampling log was in a spiral bound notebook, which does not comply with the legal requirement that the air sampling log be in a notebook which is permanently secured to the front and back covers by stitching, glue and binding. A hearing was held on January 3, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

34.

Agency: New York City Department of Environmental Protection

Violation No. [redacted]

Determination: LiRo agreed to pay a stipulated penalty [redacted] for violation of 15RCNY1-42(d).

Circumstances: On March 26, 2024, LiRo Engineers, Inc. was cited by the New York City Department of Environmental Protection (NYCDEP) for the violation of 15RCNY1-42(d), for failure to maintain the air sampling schedule for air monitoring work at 70-20 Parsons Boulevard, Queens, NY 11365. The NYCDEP Inspector found that the air monitoring equipment was not turned on at the time of inspection, which does not comply with the legal requirement that the air monitoring equipment be functioning properly when in use. A hearing was held on June 24, 2025, and given the nature of the violation, a stipulated penalty was agreed to by the parties. This matter is now closed.

OSHA Violation

U.S. Department of Labor – Occupational Safety and Health Administration (OSHA)

On September 15, 2021, LiRo Engineers, Inc. (LiRo) was cited by the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) for violating OSHA statute section 1926.501(b)(1) for failing to provide fall protection. On March 16, 2021, work was being performed by a hazmat abatement contractor at a project at Pier 76 in Manhattan, where LiRo was providing third-party environmental monitoring. It is alleged that LiRo failed to provide protection on the sides and edges of a walking surface in accordance with the OSHA statute. LiRo stated that there was no opportunity for LiRo to provide the fall protection prior to the incident and that it was the responsibility of the abatement contractor to provide such protection. Based on these facts, OSHA agreed to decrease the violation from "Serious" to "Other-than-Serious". LiRo and OSHA have entered into a settlement agreement reflecting the revised violation status and LiRo agreed to pay a [redacted]. As part of this settlement, LiRo's Standard Corporate Health and Safety Program has been revised, and LiRo's personnel have been trained accordingly to ensure that workplace incidents will not happen in the future. This matter is now closed.

LiRo Engineers, Inc.
A LiRo Group Company
Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.937.5421 www.liro.com

Summary of the Regulatory Incidents

In over thirty (30) year in business, LiRo Engineers, Inc. and its family of companies (collectively, "LiRo") has undertaken literally thousands of complex and challenging construction, engineering, architectural design and environmental testing and consulting service projects in New York City, New York State, New England and the surrounding areas.

While we continuously strive for excellence on all of our projects, over the years LiRo has received violations for certain non-compliance with environmental testing regulations. Our environmental testing group conducts thousands of air monitoring assessments annually. Despite the testing volume, we strive to eliminate even the smallest administrative infractions. It should be noted that a large majority of the violations involved administrative deficiencies. The health and safety of our employees and other workers at these sites was not impacted. Regardless, we consider these violations to be a serious matter and we have taken numerous steps to eliminate or, at a minimum, mitigate the occurrence of these violations.

For example, all technical staff hires receive classroom training as required for certification and we supplement this with hands-on training where inspectors are coupled with experienced technicians to become more familiar with the practical applications of code enforcement, as well observe firsthand, abatement/remediation contractor means and methods.

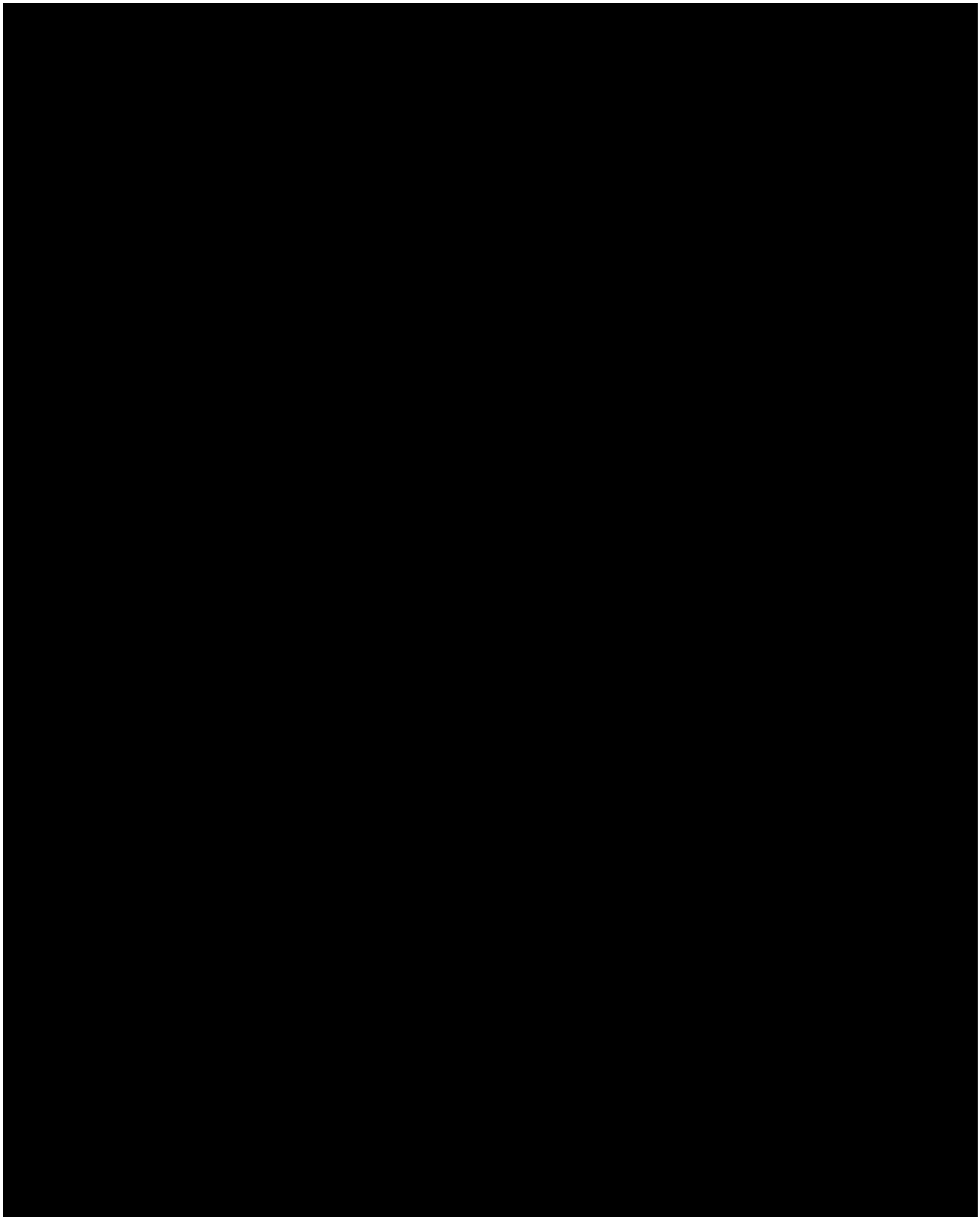
As a further business practice, we hold all-hands staff meetings where management reviews our written internal operations standards, safety protocols, changes to applicable regulations and "lessons-learned" from unique project events. Our Project Managers follow up by making site inspections that we record as part of our business unit/corporate quality control efforts. In recognition of the fact that, for identical projects, the different code compliance agencies have different requirements, to safeguard against misinterpretation or confusion, we provide our field staff with a summary of inspection and air sampling protocols that reflect the specific federal, state, or local regulations that govern each project.

Each of the foregoing activities is intended to educate and train our staff to mitigate the chance of administrative violations and ensure proper performance of environmental testing services. LiRo has a no tolerance policy regarding code non-compliance and any employee found to have violated these code requirements is subject to severe disciplinary action, including suspension without pay and termination.

We evaluate our process and training requirements on a regular basis, and we look for every opportunity to improve our performance and eliminate such violations in the future.

As stated above, our efforts to severely mitigate testing violations have been successful and our commitment to this effect will continue into the balance of this year and beyond.

Non-LiRo Entities Owned by Rocco L. Trotta, PE



Former Holdings No Longer Owned by Rocco L. Trotta, PE



COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LiRo Program and Construction Management, PE P.C.

Address: 3 Aerial Way

City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Professional Corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Q4-CCVD.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

B. Charles Manning, [redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

See attached

1 File(s) uploaded: CCVD Q6 LPCM.pdf

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees,

including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Rocco Trotta, PE [TROTTAR@LIRO.COM]

Dated: 09/16/2025 08:50:29 am

Title: Chairman, CEO, President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Question 4

Rocco L. Trotta, PE, [redacted]

Michael Burton, [redacted]

Lawrence Blond, PE, [redacted]

Michael Bailey, PE, [redacted]

B. Charles Manning, PE, [redacted]

Question 6

LiRo Affiliated Companies

LiRo Engineers, Inc.
LiRo Architects + Planners, P.C.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo GIS, Inc.
Monitor Builders, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
DAI, Inc.
LiRo-Hill, Corp. f/k/a Hill-LiRo, Corp.
James LaSala & Associates, LLP
None of the Affiliated Companies will be participating in the performance of the contract.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
c/o Alliant Insurance Services, Inc.
333 Earle Ovington Blvd, Suite 700
Uniondale NY 11553

CONTACT NAME: Connor Baker
PHONE (A/C, No, Ext): (516) 414-8900 **FAX (A/C, No):**
E-MAIL ADDRESS: Connor.Baker@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : XL Insurance America, Inc.	24554
INSURER C : AGCS Marine Insurance Company	22837
INSURER D : Arch Indemnity Insurance Compa	30830
INSURER E :	
INSURER F :	

INSURED
LiRo Program and Construction Management, PE P.C.
3 Aerial Way
Syosset NY 11791

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	[redacted]	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR	$ 5,000,000 $ 1,000,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $ 500,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	[redacted]	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	[redacted]	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	[redacted]	1/1/2026	1/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Valuable Papers			[redacted]	1/1/2026	1/1/2027	Limit	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract No. B90400-01CMA – On Call Buildings Construction Management Services

Nassau County, and the Nassau County Department of Public Works are included as Additional Insured on a Primary and Non-Contributory basis as required by written contract. Waiver of Subrogation applies to all Additional Insureds as required by written contract. 30 days notice of cancellation applies.

CERTIFICATE HOLDER

Nassau County
Department of Public Works
1194 Prospect Avenue
Westbury NY 11590

CANCELLATION 30 Days Notice of 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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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[redacted]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

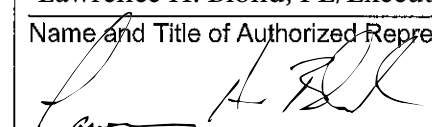
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Lawrence H. Blond, PE/Executive Vice President

Name and Title of Authorized Representative

m/d/yy



Signature

9/29/25

Date

LiRo Program and Construction Management, PE P.C.

Name of Organization

3 Aerial Way, Syosset, NY 11791

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certified: 06/01/2023 02:04PM--
BJANOWITZ

E-44-23

Filed with the Clerk of the Nassau County
Legislature: 04/27/2023 04:15PM

NIFS ID: CFPW23000003

Capital: X

Contract ID #: CFPW23000003

NIFS Entry Date: 03/10/2023

Department: Public Works

Service: On Call Construction Management Services-Buildings-B90400-01CMA

Term: 3 years from NTP

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **LiRo Program and Construction Management, PE P.C** DBA: **The LiRo Group**	ID#[redacted]
Main Address: **3 Aerial WaySyosset, NY 11791**	
Main Contact: **Nancy Malicki**	
Main Phone: **(516) 938-5476**	

Department:
Contact Name: **Joseph Amerigo**
Address: **NCDPW** **1194 Prospect Ave** **Westbury, NY 11590**
Phone: **(516) 571-9804**
Email: **cpetrucci@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,szirilli@nassaucountyny.gov**

Contract Summary

Purpose: The Department proposes to enter into a personal services agreement with the firm LiRo Program and Construction Management, PE P.C. to provide On-Call Construction Management Services for the County's Building Construction Group. These services are needed in the construction management efforts required for the various building construction projects currently in construction or anticipated to commence in the near future.

Method of Procurement: A formal Request for Proposals (RFP) process was conducted to procure the services. This is a contract for Construction Management Services for the County's Building Construction Group. The services under this contract include, but are not limited to furnishing of engineers, Inspectors, Schedulers, Cost Estimators, field survey parties, evaluation of contractor claims, pre-bid constructability reviews, and construction related engineering services.

Procurement History: A Request for Proposal was prepared in conformance with the Department's policy for assessing technical

understanding, statement of qualifications and proposed project schedule. The RPF was posted to the County's website and advertised in Newsday and the NYS Contract Reporter from June 6, 2022 to July 1, 2022. Proposals were received from twenty (20) firms on July 1, 2022. Following the review, the technical rank was established and the cost proposals were opened. As a result of the scoring, the top 9 firms who represent the highest technical rating and having proposed competitive fees, presented the best value to the County, and therefore were selected.
Description of General Provisions: New agreement for construction management services. The term of the contract is 3 years from NTP.
Impact on Funding / Price Analysis: The maximum amount of this contract is $1,000,000. Funding for these professional services will be available on a project specific capital improvement basis. There is no guarantee that all or any of this amount shall be subsequently authorized and services provided.
Change in Contract from Prior Procurement: There is no prior procurement.
Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00003	PWCAPCAP 00003 90400 000	01	$0.01
Project Number 90400 Project Detail 000								
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$0.01
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Roseann D'Alleva	03/13/2023 01:51PM	Approved
NIFS Final Approval	Roseann D'Alleva	03/13/2023 01:51PM	Approved
Final Approval	Roseann D'Alleva	03/13/2023 01:51PM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	03/16/2023 01:56PM	Approved
Final Approval	Roseann D'Alleva	03/16/2023 01:56PM	Approved
County Attorney			
Approval as to Form	Thomas Montefinise	03/20/2023 12:09PM	Approved
RE & Insurance Verification	Andrew Amato	03/16/2023 02:04PM	Approved
NIFS Approval	Mary Nori	03/27/2023 01:59PM	Approved
Final Approval	Mary Nori	03/27/2023 01:59PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	03/16/2023 04:44PM	Approved
NIFA Approval	Christopher Nolan	03/24/2023 05:28PM	Approved
Final Approval	Christopher Nolan	03/24/2023 05:28PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	03/30/2023 10:43AM	Approved
DCE Compliance Approval	Robert Cleary	04/24/2023 01:42PM	Approved
Vertical DCE Approval	Arthur Walsh	04/27/2023 01:40PM	Approved
Final Approval	Arthur Walsh	04/27/2023 01:40PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/27/2023 02:12PM	Approved

Legislature			
Final Approval	Crystal Albert	05/09/2023 11:53AM	Approved
Comptroller			
Claims Approval	Joseph Marcinek	05/18/2023 04:38PM	Approved
Legal Approval	Charlie Casolaro	05/18/2023 05:46PM	Approved
Accounting / NIFS Approval	Michael Cohen	05/19/2023 08:36AM	Approved
Deputy Approval	Beaumont Jefferson	05/19/2023 01:26PM	Approved
Final Approval	Beaumont Jefferson	05/19/2023 01:26PM	Approved
Legislative Affairs			
Contract Sent for Certification	Antionio Comparetto	05/23/2023 10:53AM	Approved
Clerk of Legislature Certification			
Clerk of Legislature Certification	Barbara Janowitz	06/01/2023 02:04PM	Approved

RULES RESOLUTION NO. – 2023

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, PE P.C.

WHEREAS, the County has negotiated a personal services agreement with LiRo Program and Construction Management, PE P.C. for services in connection with On-Call Construction Management Services, a copy of which is on file with the Clerk of the Legislature; and, now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with LiRo Program and Construction Management, PE P.C.

CONTRACT FOR SERVICES

"ON-CALL" CONSTRUCTION MANAGEMENT SERVICES :

BUILDING CONSTRUCTION GROUP

AGREEMENT NO. B90400-01CMA

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) LIRO Program and Construction Management, PE P.C. having its principal office at three Aerial Way, Syosset NY 11791 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term.

The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the three (3) year anniversary of the Commencement Date. (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, **prior to the expiration of date of the Agreement**, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services: Building Construction Group. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed One Million ($1,000,000) dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations, and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices, and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent,

consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(c) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(d) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

(e) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(f) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(g) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

7. Minimum Service Standards.

Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an indemnified party.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and

the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure

to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any

objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c)Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three dollars ($533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

21. Joint Venture.

(a) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner

or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

Liro Program and Construction Management PE PC

By: _____

Name: Lawrence H. Blond, P.E.

Title: Executive Vice President & General Manager

Date: September 29, 2022

NASSAU COUNTY

By: _____

Name: ARTHUR T. WALSH
~~Chief Deputy County Executive~~

Title: Deputy County Executive

Date: ~~5-23-23~~

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 29th day of September in the year 2022 before me personally came Lawrence H. Blond, P.E. to me personally known, who being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Executive VP & General Manager of LiRo Program and Construction Management, PE P.C. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Joann Henzey

JOANN HENZEY
Notary Public, State of New York
No. 01HE5057913
Qualified In Suffolk County
Commission Expires May 6, 2026

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 23 day of May in the year 2023 before me personally came Arthur T Walsh to me personally known, who being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

ANTONIO J. COMPARETTO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6282907
Qualified in Nassau County
Commission Expires May 28, 2025

APPENDIX "A"

DETAILED SCOPE OF SERVICES

On-Call Building Construction Management Services

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform on-call construction management and related engineering services, for various durations, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services for the County's Building Construction Group including, but not limited to, the furnishing of office engineers, resident engineers, construction inspectors, CPM schedulers, cost estimators, field survey services, evaluation of contractor's claims, pre-bid constructability reviews, and construction related engineering services.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site-specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the 'Mission") that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

APPENDIX "B"

PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

Compensation for services provided under the terms of this Agreement will be (i) on the basis of a lump sum or (ii) the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of The method of determining compensation shall be established by the County for each project and set forth in the County's written request for a proposal and cost estimate.

Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.

The Firm shall be reimbursed for the actual cost of "out-of-Pocket" expenses that have been approved in writing by the Commissioner of Public Works.

The Firm shall prepare and attach to this Agreement (as Appendix C - Wage Rate Schedule) a Maximum Hourly Wage Rate Schedule listing the job classifications, the maximum hourly wage rate for each classification and the Multiplier. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed two hundred and twenty-five dollars ($225.00).

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading's, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plans any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines, or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding

employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Contract Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   Richard Cavallaro (Name)

   3 Aerial Way, Syosset, NY 11791 (Address)

   (516) 938-5476 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X__ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

   _____

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated 9/27/2022
Signature of Chief Executive Officer

Richard Cavallaro
Name of Chief Executive Officer

Sworn to before me this

27 day of Sept., 20 22

Notary Public

DENISE L. MUXO
NOTARY PUBLIC, State of New York
No. 01MU6051939
Qualified in Suffolk County
Commission Expires December 11, 20 22

Certified: --

E-31-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE MARCH 2, 2026
2:57PM

NIFS ID: CLTV24000001

Capital:

Contract ID #: **CQTV09000024**

NIFS Entry Date: **08/19/2024**

Department: Traffic & Parking Violations

Service: **Photo Enforcement**

Term: from **12/02/2022** to **12/01/2027**

Contract Delayed: **X**

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue: **X**	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **American Traffic Solutions, Inc.** DBA: **Verra Mobility**	ID#:**481114931**
Main Address: **1150 N. Alma School Rd.** **Mesa, AZ 85201**	
Main Contact: **Ingrid Castle**	
Main Phone: **(480) 596-4554**	

Department:
Contact Name: **David Rich**
Address: **NCTPVA** **801 Axinn Avenue** **Garden City, NY 11530**
Phone: **(516) 572-7154**
Email: **drich@nassaucountyny.gov**

Contract Summary

Purpose: Amendment #2 Expired December 1, 2022, and the terms will be for five (5) years from December 2, 2022 - December 1, 2027. This Amendment #3 is for all the labor, material and services required in order to furnish, install, operate, and maintain and Red-Light Camera Program in Nassau County, as approved by the State and County legislatures.

Procurement History: DPW solicited responses to a Request for Proposal, which was advertised in Newsday and on the Nassau County website. Five vendors submitted technical responses. The proposals were reviewed in accordance with County Executive Order No. 1-1993 and Board of Supervisor's Resolution 928-1993. The technical proposals were reviewed by a six (6) member review committee consisting of two members from Traffic and Parking Violations Agency (TPVA) and four (4) from Department of Public Works (DPW). In additional to the technical proposals, the five (5) vendors were requested to perform oral presentations to the Review Committee, which were used to establish a ranking of the vendors.

Description of General Provisions: The scope of the project enables TPVA to certify Red Light Camera Traffic Violations and authorizes the vendor, by the use of their computer software, to notify the violator and procure the appropriate traffic violation fine for processing by TPVA once reviewed by TPVA personnel.

Impact on Funding / Price Analysis: No impact on funding. No cost to Nassau County.

Change in Contract from Prior Procurement: For payments of the penalty to the vendor, the rate will change from 35% of the $25 to 25% of the $25 penalty. Possible gain of over $200,000.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 06/12/2009

Original procurement method: Five vendors submitted technical responses, and six (6) member review committee reviewed proposals and attended oral presentations.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1000	DE	TVGEN1000	DE500	TVGEN1000 DE500	08	$0.01
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	X
County	$0.01
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	David Rich	11/20/2024 01:42PM	Approved
NIFS Final Approval	David Rich	11/20/2024 01:42PM	Approved
Final Approval	David Rich	11/12/2025 08:29AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	12/01/2025 01:06PM	Approved
RE & Insurance Verification	Grady Farnan	11/12/2025 09:45AM	Approved
NIFS Approval	Mary Nori	12/08/2025 02:44PM	Approved
Final Approval	Mary Nori	12/08/2025 02:44PM	Approved
OMB			
NIFS Approval	Jeffrey Nogid	11/12/2025 10:19AM	Approved
NIFA Approval	Irfan Qureshi	11/14/2025 04:17PM	Approved
Final Approval	Irfan Qureshi	11/14/2025 04:17PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	12/08/2025 04:11PM	Approved
DCE Compliance Approval	Robert Cleary	12/10/2025 11:52AM	Approved
Vertical DCE Approval	Arthur Walsh	03/02/2026 02:12PM	Approved
Final Approval	Arthur Walsh	03/02/2026 02:12PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/02/2026 02:16PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF TRAFFIC & PARKING VIOLATIONS AGENCY AND AMERICAN TRAFFIC SOLUTIONS, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with American Traffic Solutions, Inc. in relation to the Red Light Camera Program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute said amendment to the agreement with American Traffic Solutions, Inc.

THIRD AMENDMENT
TO CONTRACT FOR SERVICES

This Third Amendment ("Third Amendment") is dated effective this ____ day of _____, 2025 and is entered into between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), a corporation duly registered under the laws of the State of Kansas with its principal place of business at [redacted] and the County of Nassau, New York ("Customer"), a political subdivision of the State of New York with principal offices at 1550 Franklin Avenue, Mineola, New York 11501.

RECITALS

WHEREAS, pursuant to County contract number CQTV09000024 between the County and the Contractor, executed on behalf of the County on June 16, 2009, the County and Verra Mobility entered into a Contract for Services for the County's use of the Axsis™ System to enforce traffic violations, which Contract for Services was amended by First Amendment To Contract For Services dated July 19, 2012 (the "First Amendment"), and by Second Amendment to Contract for Services on June 2, 2014 (the "Second Amendment");

WHEREAS, Section 15(b) of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the County and Verra Mobility mutually desire to amend, modify or alter certain terms and conditions of the Agreement to provide for Verra Mobility to use, implement, and operate its camera system to record and process speed violations in school speed zones within the County of Nassau; and

WHEREAS, the County and Verra Mobility mutually desire to extend the Agreement term.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Third Amendment, County and Verra Mobility do hereby agree as set forth below:

1. The Red-Light Camera fee, as defined in the first amendment section 4 and modified in the second amendment section 5, are now being amended as follows:

Fine/Penalty Component	Amount	Compensation rate to vendor for paid violation
Fine	$50.00	35%
Penalty	$25.00	25%

For payments made towards the Notice of liability, contractor will receive 35% of the $50 fine.

For payments of the penalty, the rate will change from 35% of the $25 to 25% of the $25 penalty.

2. Per section 2 of the Original Contract and section 2 of the Second Amendment:

Term. The term of this Agreement shall be renewed and extended to expire on December 1, 2027, unless sooner terminated in accordance with the provisions of this Agreement or, with respect to the Red-Light Camera Program, unless sooner terminated due to expiration of the underlying New York State enabling legislation.

3. Except as expressly amended or modified by the terms of this Third Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Third Amendment and the Agreement, the terms of this Third Amendment shall prevail and control.

4. The provisions of the Agreement, as amended by this Third Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof.

5. This Third Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

6. Each party represents and warrants that the representative signing this Third Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment.

NASSAU COUNTY, NEW YORK

By: _____

Title: _____

Date: _____

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____

Title: Jon Baldwin, EVP, Government Solutions

Date: 1/12/2025

STATE OF ARIZONA)
)SS.
COUNTY OF MARICOPA)

On this 12 day of January, 2025, personally appeared before me Jon Baldwin, who being by me duly sworn did say that he is the EVP, Government Solutions for AMERICAN TRAFFIC SOLUTIONS, INC., a Kansas corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and acknowledged to me that said corporation executed the same.

Signed by:
Christina Deal
005F566681854EC...
Notary Public

CHRISTINA DEAL
Notary Public
State of Arizona
Arizona County
Commission #611482
My Comm. Expires Aug. 1, 2025

STATE OF NEW YORK)
)SS.
COUNTY OF NASSAU)

On this _____ day of _____, 2025, personally appeared before me , who being by me duly sworn did say that he/she is the for , and that the foregoing instrument was signed in behalf of said corporation by authority of its , and acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC
My Commission Expires:

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: American Traffic Solutions, Inc.

2. Amount requiring NIFA approval: $0.01

Amount to be encumbered: $0.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 12/02/2022 to 12/01/2027

Has work or services on this contract commenced? Yes

If yes, please explain: Continuity Agreement executed November 20, 2022.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Amendment #2 Expired December 1, 2022, and the terms will be for five (5) years from December 2, 2022 - December 1, 2027. This Amendment #3 is for all the labor, material and services required in order to furnish, install, operate, and maintain and Red-Light Camera Program in Nassau County, as approved by the State and County legislatures.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 11/14/2025

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2700

DEPARTMENTAL MEMO

TO: **Robert Cleary**
Chief Procurement Officer

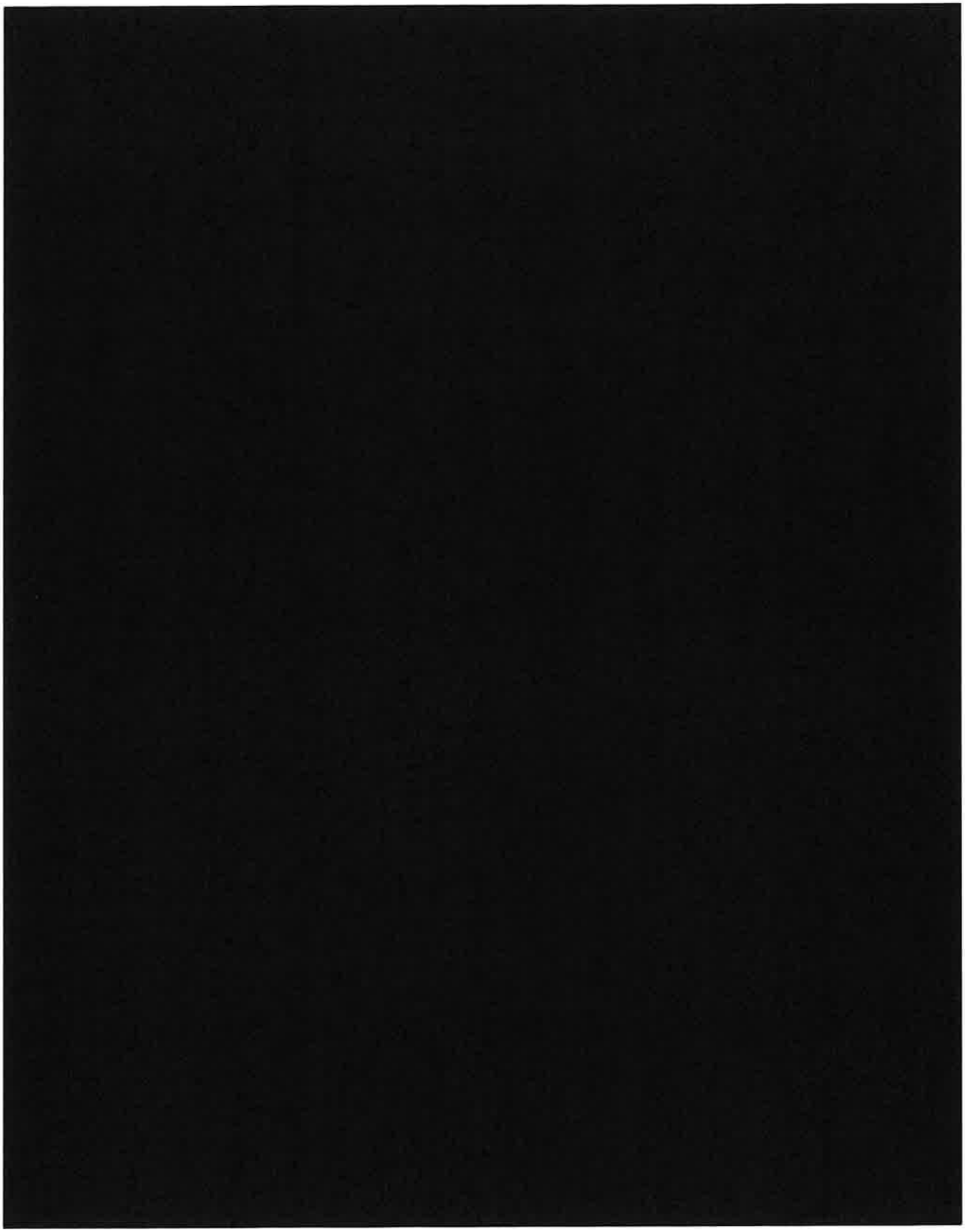
FROM: **Paul L. Meli**
Executive Director, NCTPVA

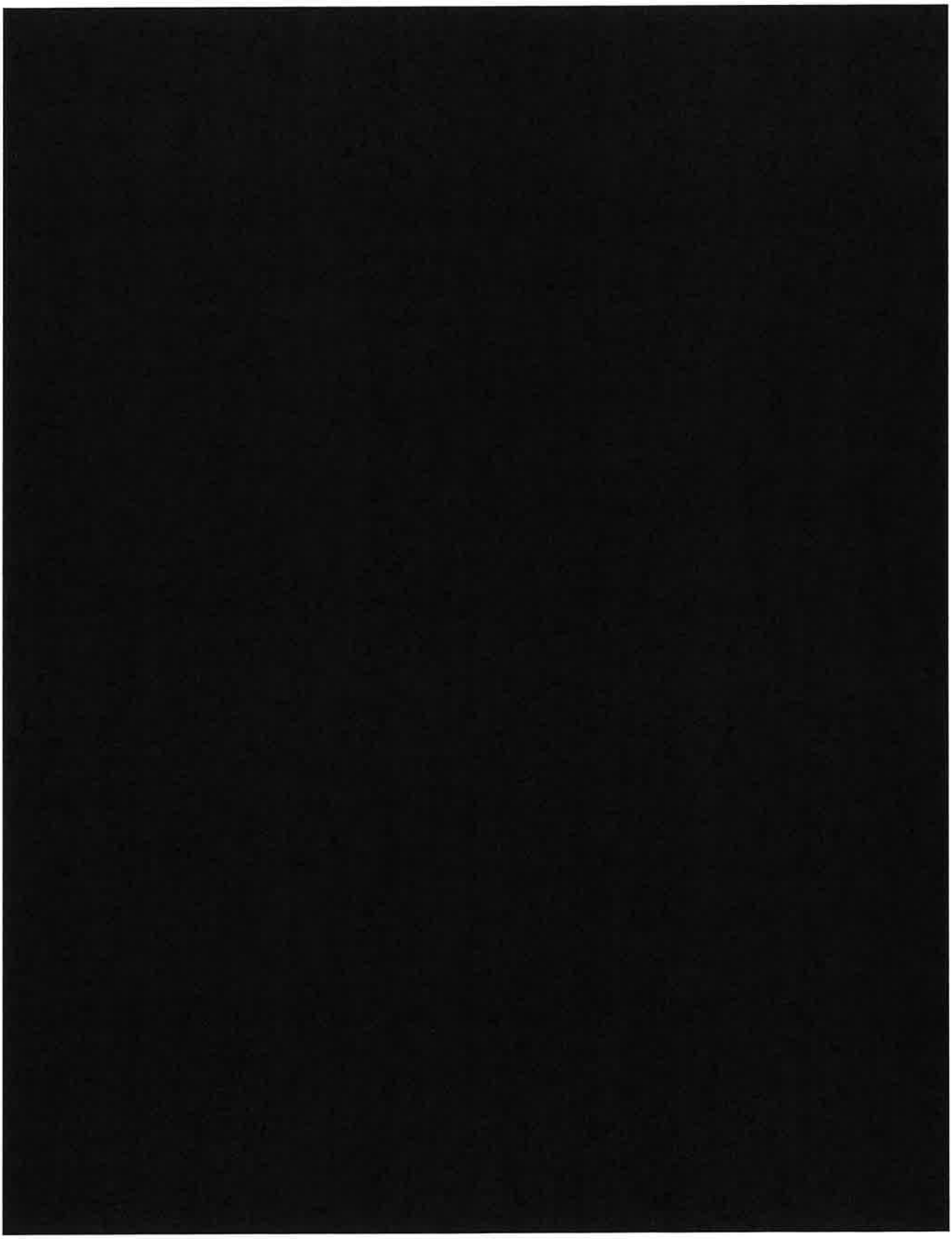
DATE: **October 1, 2025**

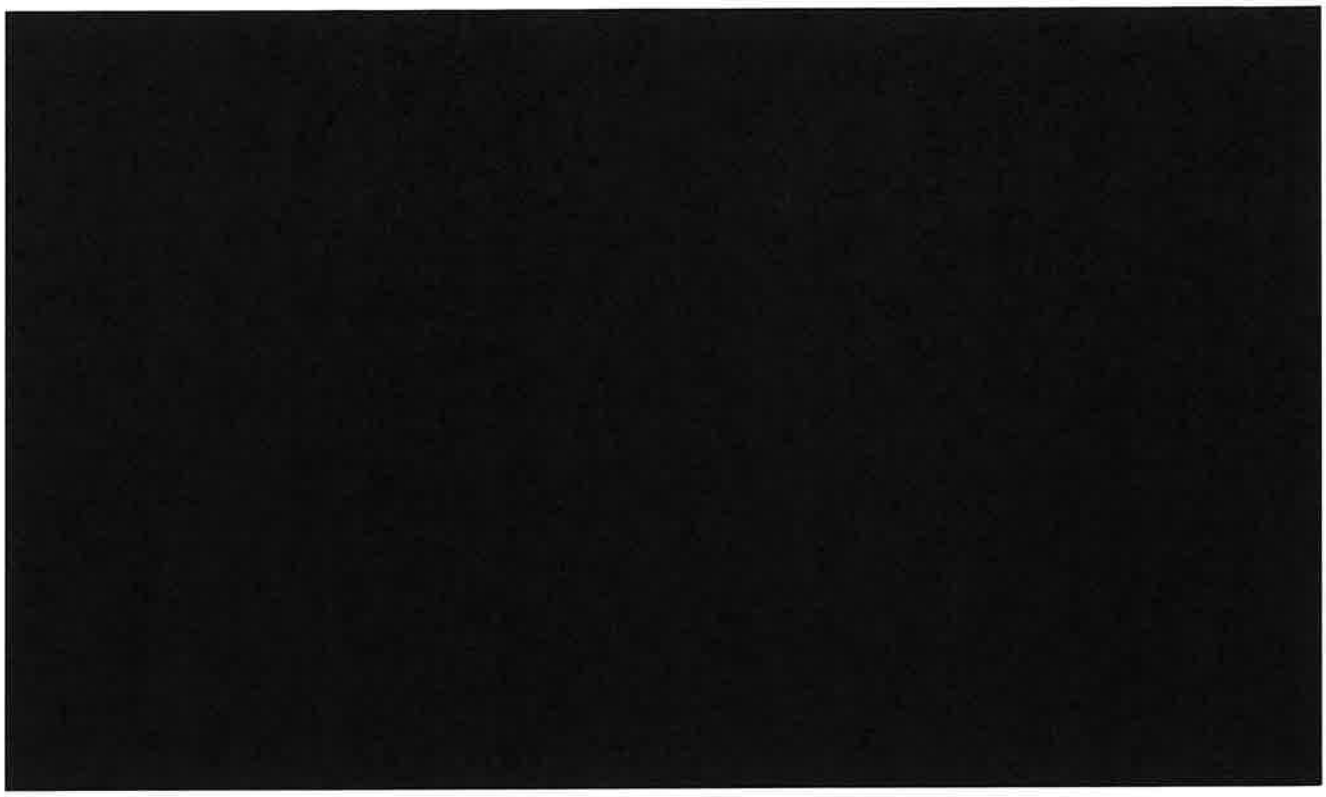
SUBJECT: **Adverse Information for Award Candidate American Traffic Solutions, Inc. D/B/A Verra Mobility**

American Traffic Solutions, Inc. D/B/A Verra Mobility (VM), has been a vendor for Nassau County since 2009. ATS has a history of good performance with Nassau County. An attachment to the Business History Form included the following information provided in response to Question 13:

[redacted]

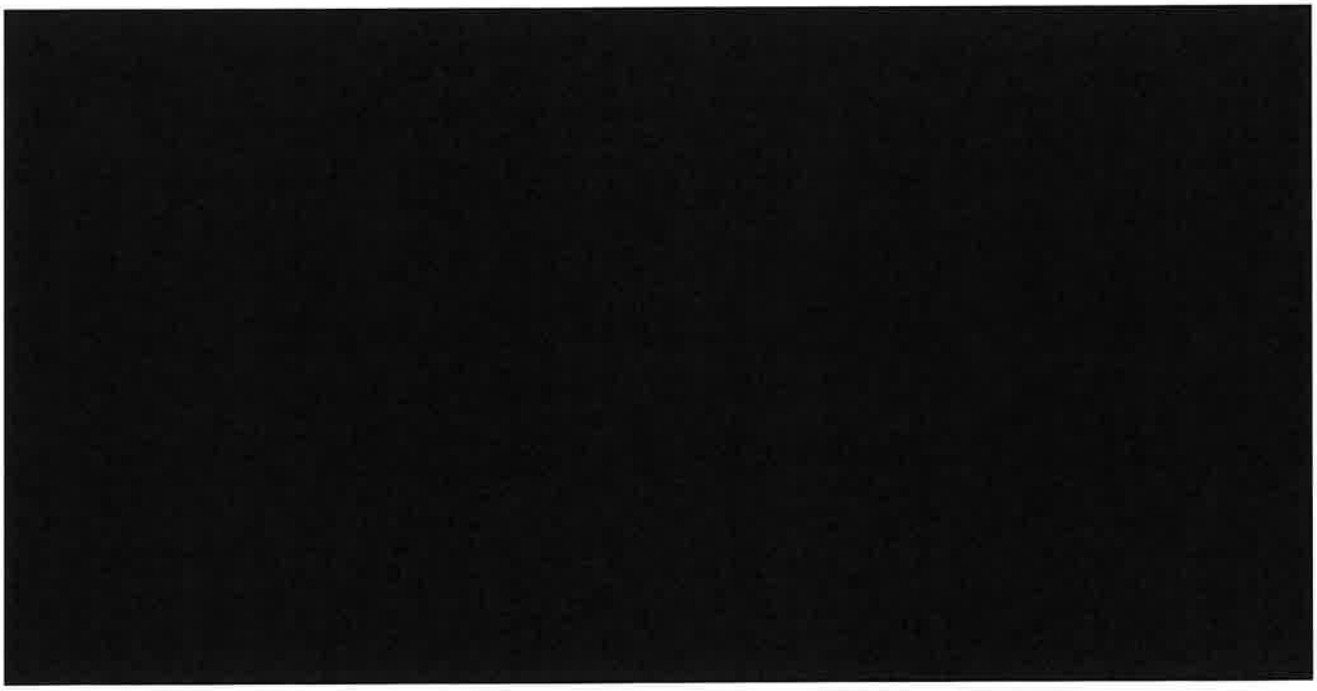


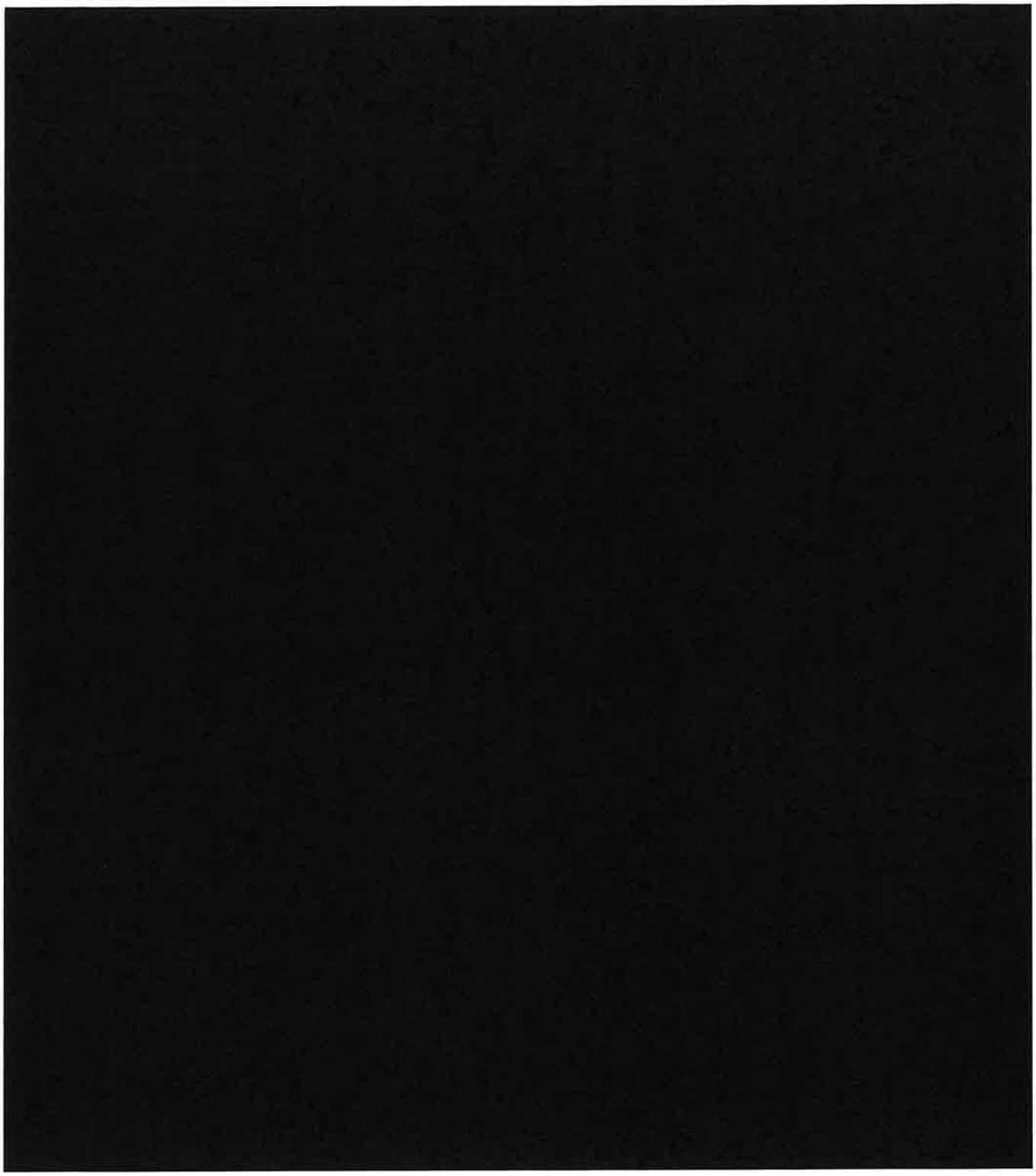




Disclosure item #1.

A follow up with ATS with respect to #1 above yielded the following information:





Based upon the information provided by the vendor, the issue is not material for this award.

Disclosure item #2.

This issue is not considered material for this award.

Disclosure item #3.

To the best of our knowledge this issue does not affect our current agreement(s) with the vendor.

Disclosure item #4.

To the best of our knowledge this issue does not affect our current agreement(s) with the vendor. The vendor works closely with NCDPW for planning and permitting.

Disclosure item #5.

To the best of our knowledge this issue does not affect our current agreement(s) with the vendor. The vendor works closely with NCDPW for planning and permitting.

Disclosure item #6.

To the best of our knowledge this issue does not affect our current agreement(s) with the vendor.

Disclosure item #7.

To the best of our knowledge this issue does not affect our current agreement(s) with the vendor. The vendor works closely with NCDPW for planning and permitting.

Disclosure item #8.

To the best of our knowledge this issue does not affect our current agreement(s) with the vendor.

Disclosure item #9.



[redacted]

Disclosure item #10.

To the best of our knowledge this issue does not affect our current agreement(s) with the vendor.

Disclosure item #11.

[redacted] Based upon the information provided by the vendor, the issue is not material for this award.

In summary, none of the issues cited above are material for this award.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Rhett Jacobson [redacted]

Dated: 10/17/2025 10:04:20 am

Vendor: American Traffic Solutions Inc.

Title: Manager, Contracts

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: David Roberts
Date of birth: [redacted]
Home address:
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country
Telephone:

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	12/22/2014	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	07/19/2017	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
American Traffic Solutions, Inc. (DBA Verra Mobility) is wholly owned by VM Consolidated, Inc. I hold shares of Verra Mobility Corporation, the ultimate parent company in the Verra Mobility corporate family.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Serve as officer of other legal entities within the Verra Mobility corporate family:
Verra Mobility Corporation
Verra Mobility Holdings, LLC
Greenlight Holding Corporation
Greenlight Intermediate Holding Corporation
Greenlight Acquisition Corporation
VM Consolidated, Inc.
LaserCraft, Inc.
Mulvihill ICS, Inc.
Mulvihill Electrical Enterprises, Inc.
American Traffic Solutions, L.L.C.
American Traffic Solutions Consolidated, L.L.C.
ATS Processing Services, L.L.C.
PlatePass, L.L.C.
ATS Tolling LLC
Sunshine State Tag Agency LLC
Auto Tag of America LLC
Auto Titles of America LLC
Highway Toll Administration, LLC
Toll Buddy, LLC
Violation Management Solutions, LLC
Canadian Highway Toll Administrations Ltd.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

Too numerous to list

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to,

failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, David Roberts , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, David Roberts , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

American Traffic Solutions

Name of submitting business

Electronically signed and certified at the date and time indicated by:

David Roberts [redacted]

CEO

Title

11/25/2025 10:30:30 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Craig Conti
Date of birth: [redacted]
Home address:
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country
Telephone: [redacted]

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer	04/11/2022	Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES [X] NO [ ] If Yes, provide details.

- American Traffic Solutions Consolidated, LLC
- American Traffic Solutions, Inc.
- American Traffic Solutions LLC
- ATS Processing Services, LLC
- ATS Tolling LLC
- Auto Tag of America LLC
- Auto Titles of America LLC
- Canadian Highway Toll Administration Ltd.
- Greenlight Acquisition Corporation
- Highway Toll Administration, LLC
- Lasercraft, Inc.
- Mulvihill ICS, Inc.
- PlatePass, LLC
- Redflex Guardian, Inc.
- Redflex Traffic Systems (California) LLC
- Redflex Traffic Systems (Canada) Limited
- Redflex Traffic Systems, Inc.
- Sunshine State Tag Agency LLC
- Toll Buddy, LLC
- Verra Mobility Corporation
- Verra Mobility Electrical Enterprises, Inc.
- Violation Management Solutions, LLC
- VM Consolidated, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES [X] NO [ ] If Yes, provide details.

Too numerous to list

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?

   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to,

failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Craig Conti , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Craig Conti , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

American Traffic Solutions
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Craig Conti [redacted]

CFO
Title

10/15/2025 02:44:14 pm
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: jonathan baldwin
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country
Telephone:

Other present address(es):
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	04/04/2022		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Restricted Stock is a component of Verra Mobility compensation plan.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

- American Traffic Solutions, Inc.
- American Traffic Solutions LLC
- Lasercraft, Inc.
- Mulvihill ICS, Inc.
- Redflex Guardian, Inc.
- Redflex Traffic Systems (California) LLC
- Redflex Traffic Systems (Canada) Limited
- Redflex Traffic Systems, Inc.
- Verra Mobility Electrical Enterprises, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.
Too numerous to list

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If

you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Jonathan Baldwin , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jonathan Baldwin , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Verra Mobility
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jon Baldwin [redacted]

Executive Vice President
Title

07/08/2025 07:25:01 am
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Kristen A. Young
Date of birth: [redacted]
Home address:
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: Verra Mobility
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country
Telephone:

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	08/13/2025
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Presently, I hold the following corporate offices:
American Traffic Solutions Consolidated, L.L.C. Delaware Secretary
American Traffic Solutions, Inc. Kansas Secretary (formerly, Assistant Secretary)
American Traffic Solutions, L.L.C. Delaware Assistant Secretary
ATS Processing Services, L.L.C. Delaware Secretary Officer
Auto Tag of America LLC Delaware Secretary Officer
Auto Titles of America LLC Delaware Secretary Officer
Canadian Highway Toll Administration Ltd. British Columbia Secretary
Citation Collection Services, LLC Indiana Secretary
Highway Toll Administration, LLC New York Secretary
LaserCraft, Inc. Georgia Secretary Officer (formerly, Assistant Secretary)
Mulvihill ICS, Inc. New York Secretary Officer (formerly, Assistant Secretary)
PlatePass, L.L.C. Delaware Secretary Officer
Redflex Traffic Systems (Canada) Limited British Columbia Secretary (formerly, Assistant Secretary)
Redflex Traffic Systems, Inc. Delaware Secretary (formerly, Assistant Secretary)
Sunshine State Tag Agency LLC Delaware Secretary
T2 Holding Corp. Delaware Secretary
T2 Systems Canada Inc. British Columbia Secretary
T2 Systems Parent Corporation Delaware Secretary
T2 Systems, Inc. Indiana Secretary
Verra Mobility Electrical Enterprises, Inc. New York Secretary (formerly, Assistant Secretary)
Verra Mobility Government Solutions, Inc. Delaware Secretary (formerly, Assistant Secretary)

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

Too numerous to list.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

   In October of 2024, T2 Systems, Inc. learned it was listed as a debarred vendor (effective 12/27/2023) in New York due to a reporting error, made by its insurer, which made it appear as though T2 lacked workers compensation coverage between 7/1/23 and 8/13/23. T2's insurer subsequently provided the state with proof that T2 did in fact have coverage during the period and T2 was removed from the debarment list.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed

at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
See disclosures provided by American Traffic Solutions, Inc. with respect to prior investigations.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
In 2023, I timely filed my federal and AZ state tax returns. I recently filed amended 2023 returns and will promptly pay any additional taxes owed.

I, Kristen Young , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kristen Young , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

American Traffic Solutions, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Kristen A. Young [redacted]

Secretary
Title

09/16/2025 06:52:47 pm
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: [redacted]

1) Proposer's Legal Name: American Traffic Solutions, Inc. d/b/a Verra Mobility

2) Address of Place of Business: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/ Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

[redacted] The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [X] NO [ ] If yes, please provide details:

[redacted]

8) Does this business control one or more other businesses?
YES [X] NO [ ] If yes, please provide details:
See attached organizational chart.

[redacted]

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:
See attached entity organizational chart.

[redacted]

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [X] NO [ ] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

[redacted]

[redacted]

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
See attached.

[redacted]

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

See attached. Additionally, Verra Mobility Electrical Enterprises, Inc. (VMEE), an indirect wholly owned subsidiary of American Traffic Solutions, Inc. received from the City of New York, Office of the Comptroller a Notice to Produce & Examination pursuant to New York City Administrative Code § 6-109, dated September 28, 2022, alleging failure to pay prevailing wages or living wages or living wages or minimum wages. David Roberts, President of American Traffic Solutions, Inc., was named in the investigation notice. VMEE is cooperating with the City of New York.

[redacted]

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

see attached

3 File(s) uploaded: BHF_American Traffic Solutions Inc._05_09_2023_all_attached_docs_10122023_2018.zip, Investigation Disclosures Question 14 (e) 6.9.2025.docx, Investigation Disclosures Question 14 (e).docx

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [X] NO [ ] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

[redacted]

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

[redacted]

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

[redacted]

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

04/22/1992

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

[redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

[redacted]

iv) State of incorporation (if applicable);

[redacted]

v) The number of employees in the firm;

[redacted]

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

[redacted]

viii) Copies of all state and local licenses and permits.

[redacted]

[redacted]

B. Indicate number of years in business.

21

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

[redacted]

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company [redacted]
Contact Person
Address
City State/Province/Territory [redacted]
Country
Telephone
Fax #
E-Mail Address

Company [redacted]
Contact Person
Address
City State/Province/Territory [redacted]
Country
Telephone
Fax #
E-Mail Address

Company [redacted]
Contact Person
Address
City State/Province/Territory [redacted]
Country
Telephone
Fax #
E-Mail Address adrago@whiteplainsny.gov

I, [redacted], hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, [redacted], hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: [redacted]

Electronically signed and certified at the date and time indicated by:

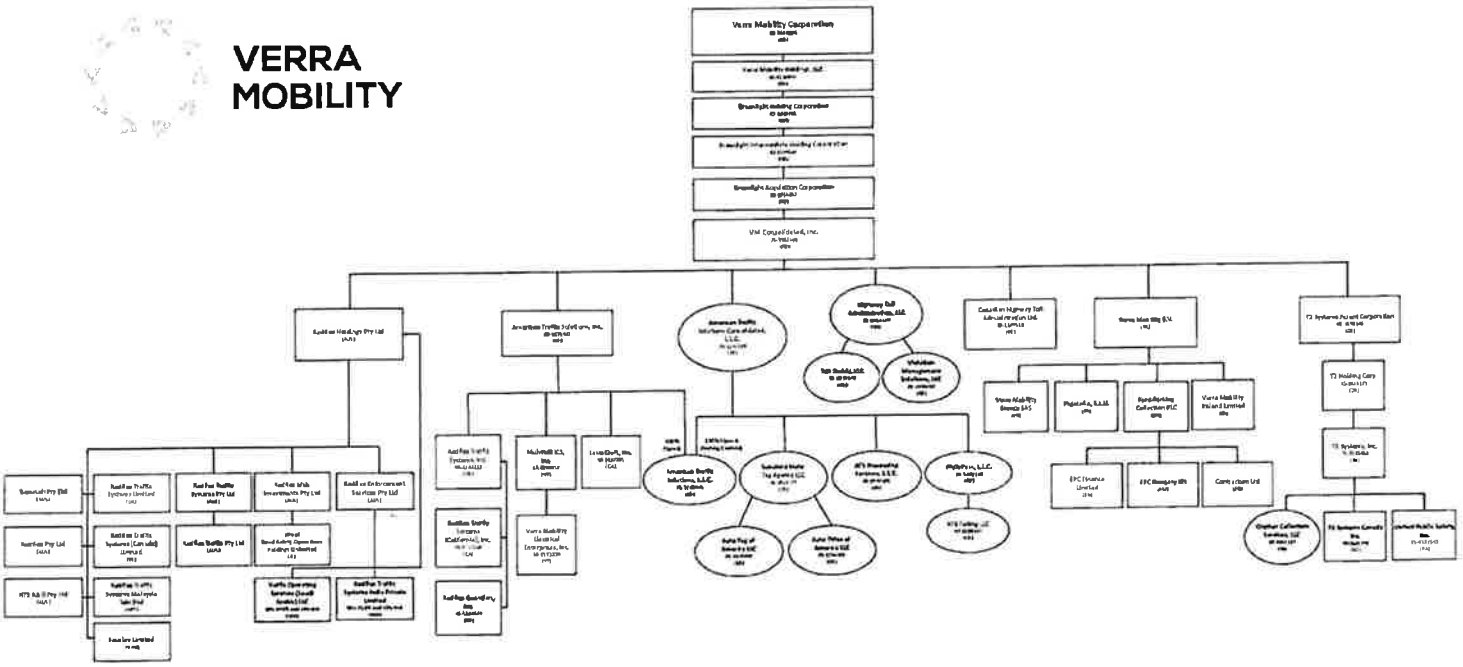
[redacted]

Title

08/14/2025 05:43:24 pm

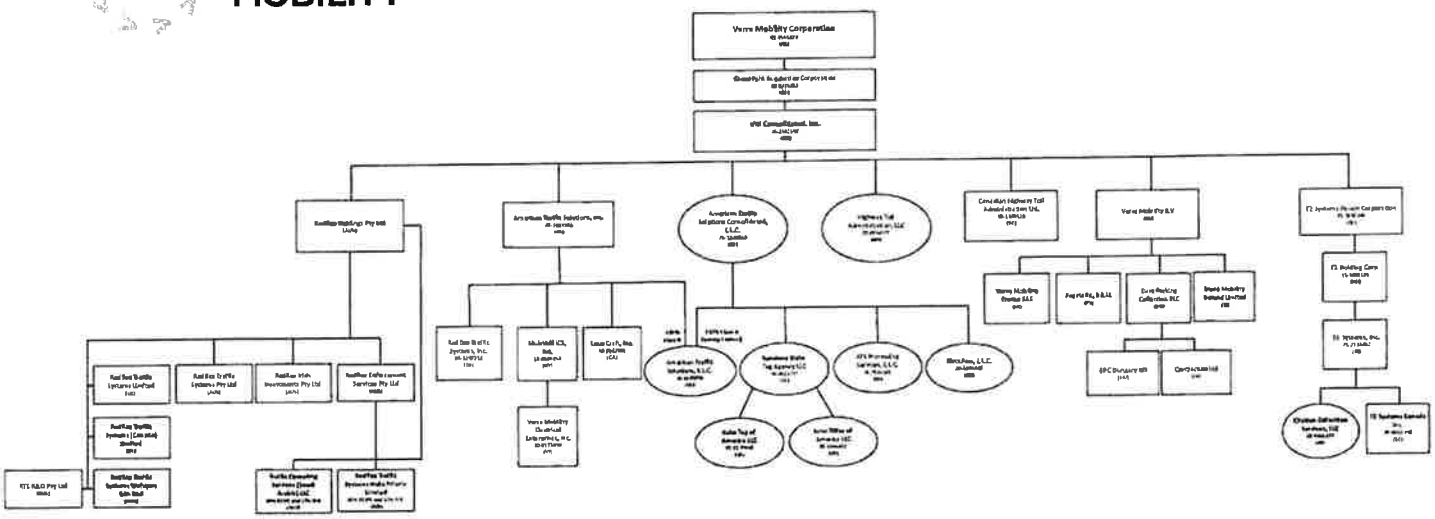
Date

VERRA MOBILITY

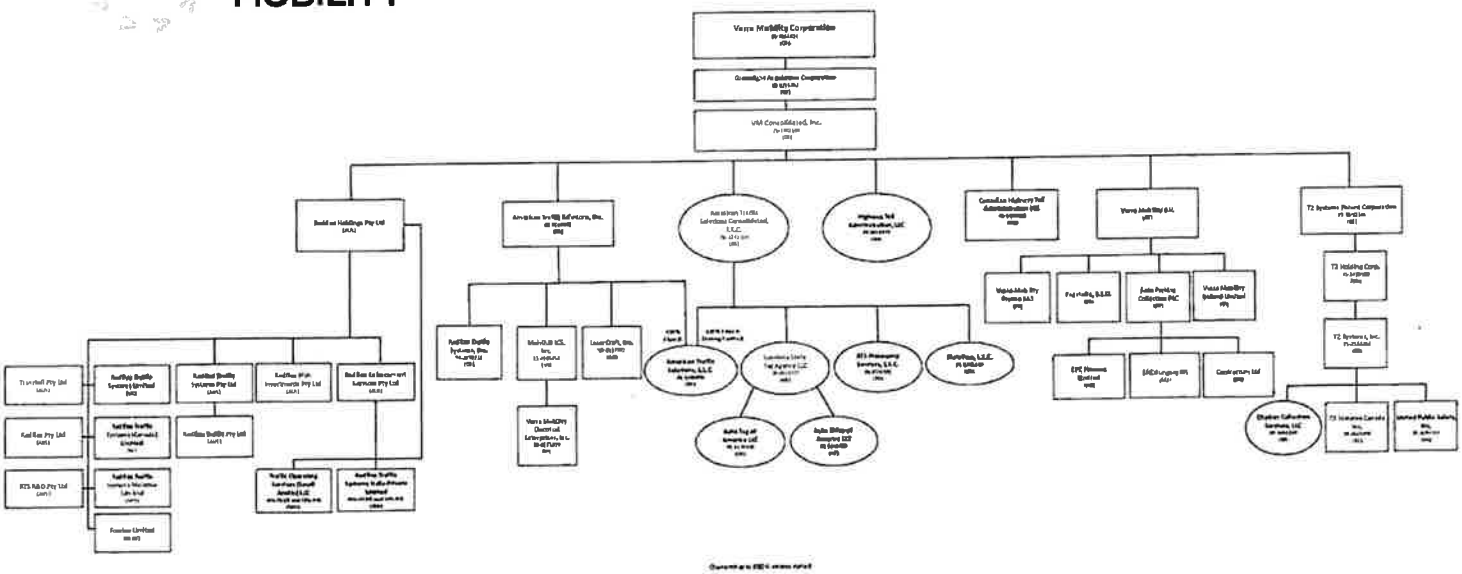


Verra Mobility org chart as of 6/24/24

VERRA MOBILITY

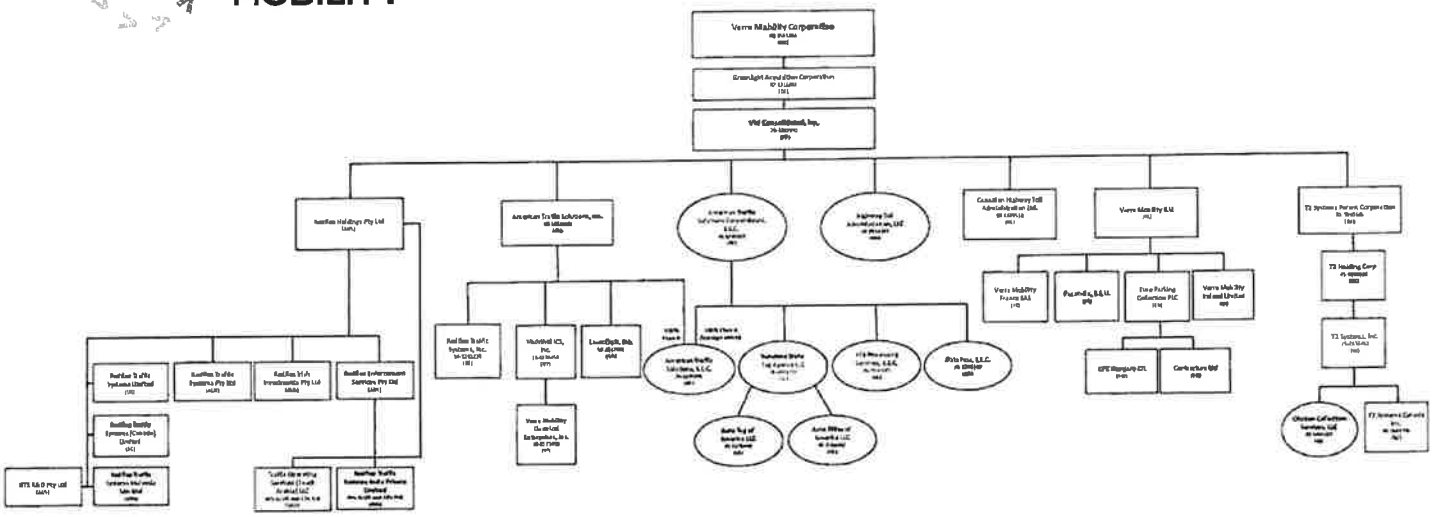

Verra Mobility Corporation
Verra Mobility Corporation
Verra Mobility Corporation

VERRA MOBILITY



Verra Mobility org chart as of 6/24/24

VERRA MOBILITY



Entity Name	Domestic Jurisdiction	Business Unit
American Traffic Solutions Consolidated, L.L.C.	Delaware	Commercial Services
American Traffic Solutions, Inc.	Kansas	Government Solutions
American Traffic Solutions, L.L.C.	Delaware	Government Solutions
ATS Processing Services, L.L.C.	Delaware	Commercial Services
ATS Tolling LLC	Delaware	Commercial Services
Auto Tag of America LLC	Delaware	Commercial Services
Auto Titles of America LLC	Delaware	Commercial Services
CANADIAN HIGHWAY TOLL ADMINISTRATION LTD.	British Columbia	Commercial Services
Citation Collection Services, LLC	Indiana	T2
Contractum Ltd	England & Wales	Commercial Services
EPC Finance Limited	England & Wales	Commercial Services
EPC Hungary Kft	Hungary	Commercial Services
Euro Parking Collection PLC	England & Wales	Commercial Services
Fourlev Limited	Israel	Government Solutions
Greenlight Acquisition Corporation	Delaware	Corporate
Greenlight Holding Corporation	Delaware	Corporate
Greenlight Intermediate Holding Corporation	Delaware	Corporate
Highway Toll Administration, LLC	New York	Commercial Services
LaserCraft, Inc.	Georgia	Government Solutions
Mulvihill ICS, Inc.	New York	Government Solutions
Pagatelia, S.L.U.	Spain	Commercial Services
PlatePass, L.L.C.	Delaware	Commercial Services
Redflex Enforcement Services Pty Ltd	Victoria	Government Solutions
Redflex Guardian, Inc.	Delaware	Government Solutions
Redflex Holdings Pty Ltd	Victoria	Government Solutions
Redflex Irish Investments Pty Ltd	Victoria	Government Solutions
Redflex Pty Ltd	Victoria	Government Solutions
Redflex Traffic Pty Ltd	Victoria	Government Solutions
Redflex Traffic Systems (California), Inc.	California	Government Solutions
Redflex Traffic Systems (Canada) Limited	British Columbia	Government Solutions
Redflex Traffic Systems India Private Limited	India	Government Solutions
Redflex Traffic Systems Limited	United Kingdom	Government Solutions
Redflex Traffic Systems Malaysia Sdn. Bhd.	Malaysia	Government Solutions

Redflex Traffic Systems Pty Ltd	Victoria	Government Solutions
Redflex Traffic Systems, Inc.	Delaware	Government Solutions
Road Safety Operations Holdings Unlimited	Ireland	Government Solutions
RTS R&D Pty Ltd	Victoria	Government Solutions
Sunshine State Tag Agency LLC	Delaware	Commercial Services
T2 Holding Corp.	Delaware	T2
T2 Systems Canada Inc.	British Columbia	T2
T2 Systems Parent Corporation	Delaware	T2
T2 Systems, Inc.	Indiana	T2
Toll Buddy, LLC	Delaware	Commercial Services
Traffic Operating Services (Saudi Arabia) LLC	Saudi Arabia	Government Solutions
Transtoll Pty Ltd	Victoria	Government Solutions
United Public Safety, Inc.	Pennsylvania	T2
Verra Mobility B.V.	Netherlands	Commercial Services
Verra Mobility Corporation	Delaware	Corporate
Verra Mobility Electrical Enterprises, Inc.	New York	Government Solutions
Verra Mobility France SAS	France	Commercial Services
Verra Mobility Holdings, LLC	Delaware	Corporate
Verra Mobility Ireland Limited	Ireland	Commercial Services
Violation Management Solutions, LLC	Delaware	Commercial Services
VM Consolidated, Inc.	Delaware	Corporate

American Traffic Solutions, Inc.	State	Date of Notice	Notice Type
Costa Mesa	CA	2010	Termination
San Bernardino	CA	2014	Termination
Whittier	CA	2010	Termination
Apopka	FL	2018	Termination
Boca Raton	FL	2015	Termination
Casselberry	FL	2010	Termination
Collier County	FL	2013	Termination
Dunnellon	FL	2013	Termination
Hialeah	FL	2012	Termination
Hollywood	FL	2016	Termination
Royal Palm Beach	FL	2010	Termination
Temple Terrace	FL	2015	Termination
Winter Springs	FL	2010	Termination
Bainbridge	WA	2022	Termination
Anne Arundel County	MD	2018	Termination
Arnold	MO	2014	Termination
Bel-Nor	MO	2014	Termination
Beverly Hills	MO	2014	Termination
Brentwood	MO	2013	Termination
Bridgeton	MO	2014	Termination
Calverton Park	MO	2014	Termination
Clayton	MO	2013	Termination
Country Club Hills	MO	2013	Termination
Creve Coeur	MO	2014	Termination
Dellwood	MO	2013	Termination
Ellisville	MO	2014	Termination
Excelsior Springs	MO	2014	Termination
Ferguson	MO	2015	Termination
Florissant	MO	2014	Termination
Grandview	MO	2014	Termination
Hazelwood	MO	2014	Termination

Jefferson County	MO	2015	Termination
Kansas City	MO	2015	Termination
Moline Acres	MO	2014	Termination
Northwoods	MO	2014	Termination
Richmond Heights	MO	2013	Termination
Springfield	MO	2015	Termination
St Ann	MO	2014	Termination
St John	MO	2014	Termination
St Joseph	MO	2015	Termination
St Louis	MO	2014	Termination
Sugar Creek	MO	2014	Termination
Webster Groves	MO	2014	Termination
Brick Township	NJ	2014	Termination
Deptford	NJ	2014	Termination
East Brunswick	NJ	2014	Termination
East Windsor	NJ	2014	Termination
Glassboro	NJ	2014	Termination
Gloucester Township	NJ	2014	Termination
Jersey City	NJ	2014	Termination
Lawrence Township	NJ	2014	Termination
Linden	NJ	2014	Termination
Monroe	NJ	2014	Termination
Palisades Park	NJ	2012	Termination
Piscataway	NJ	2014	Termination
Pohatcong Township	NJ	2012	Termination
Rahway	NJ	2014	Termination
Roselle Park	NJ	2014	Termination
Union Township	NJ	2014	Termination
Wayne Township	NJ	2014	Termination
Woodbridge	NJ	2014	Termination
Arlington	TX	2015	Termination
Baytown	TX	2010	Termination
Burleson	TX	2019	Termination

Cedar Hill	TX	2019	Termination
Dallas	TX	2019	Termination
Diboll	TX	2019	Termination
Elgin	TX	2019	Termination
Fort Worth	TX	2019	Termination
Frisco	TX	2019	Termination
Georgetown Independent School District	TX	2019	Termination
Houston	TX	2014	Termination
Irving	TX	2019	Termination
Jersey Village	TX	2019	Termination
Little Elm	TX	2019	Termination
Lufkin	TX	2019	Termination
Magnolia	TX	2019	Termination
Sugar Land	TX	2019	Termination
Watauga	TX	2019	Termination
Willis	TX	2019	Termination
Bedford	VA	2022	Termination
Windsor Heights	IA	2020	Termination

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Bob Ferguson
ATTORNEY GENERAL OF WASHINGTON
[redacted]

SEATTLE WA 980
26 SEP 2023 PM 3

US POSTAGE PITNEY BOWES
ZIP 98104 $ 000.63⁰
02 4W
0000384479 SEP 26 2023

[redacted]

Bob Ferguson
ATTORNEY GENERAL OF WASHINGTON
800 Fifth Avenue, Suite 2000• Seattle, WA 98104-3188• (206) 464-6684

September 25, 2023

[redacted]

[redacted]

Dear American Traffic Solutions:

The Consumer Protection Division of the Attorney General's Office received the enclosed complaint filed by [redacted] regarding your business. Our office provides an informal complaint resolution process to consumers and businesses to assist them in resolving disputes. Many businesses find this informal, voluntary process beneficial in resolving complaints with their customers.

Our office acts as a neutral party throughout this process and facilitates communication between consumers and businesses to assist the parties in resolving the complaint. We are prohibited by Washington State law from providing legal advice or representing either party. Our office monitors consumer complaints for possible indications of patterns of unfair or deceptive trade practices warranting further attention by our office.

Our office requests that you respond to this complaint in writing within 21 calendar days from the date of this letter so that we may determine how to proceed in this matter. Our preference is to receive the response by email at [redacted] We will provide a copy of your response to the consumer. Please reference the file number [redacted] in your response.

Please note that consumer complaints, including responses, are public records and are available to the public for copying or inspection in compliance with the Washington State Public Records Act, RCW 42.56.

Thank you for your attention to this matter. If you have questions or would like to submit additional information regarding this complaint, our email address is [redacted] Please include the complaint number given above on any complaint correspondence.

Sincerely,

[redacted]

Enclosure

COMPLAINT SUMMARY

Consumer Information

Name:
[redacted]

Address:
[redacted]

Day Phone:
[redacted]

Evening Phone:

E-mail Address:
[redacted]

Age Group (optional):
[redacted]

Are you a member or former member of the U.S. Armed Forces, Guard, Reserves or a dependent? (optional):
No

If English is not your first language, what is your first language?

Do you want the Attorney General's Office to send this business a copy of your complaint?

Yes

Business Information

Name of business that I am complaining about:
[redacted]

Address:
[redacted]

Phone:
[redacted]

Email:
Names and contact information of any other businesses involved in your complaint:
[redacted]

About Your Complaint

Amount in Dispute:

Transaction Date:

09/07/2023

Explain your complaint in detail:
I received a notice of infraction and they deliberately made it impossible to listed a link to obtain the declaration of non-responsibility. The link provided sends an error message and I have noticed this on several occasions this is a permanent error message and this is deliberate so people are forced to pay and not obtain the court documents required to dispute the ticket. They deliberately do this so that you are forced to pay. This is not constitutional. The link they provide is below and you can clearly see the link will take you to an error it is deliberate in this action. [redacted]

SIGNATURE
I acknowledge that my complaint and attachments, once submitted, become public records and may be disclosed to others in response to a Public Records Request. Complaint information received by this office will be exported into the FTC's database, Consumer Sentinel, a secure online database. This data is then made available to thousands of civil and criminal law enforcement authorities worldwide.

I declare, under penalty of perjury under the laws of the State of Washington, that the information contained in this complaint is true and accurate, and that any documents attached are true and accurate copies of the originals.

I authorize the Washington State Attorney General's Office to contact the party(ies) against which I have filed this complaint in an effort to reach an amicable resolution. I authorize the party(ies) against which I have filed this complaint to communicate with and provide information related to my complaint to the Washington State Attorney General's Office. By selecting NO below, I acknowledge that the Attorney General's Office will not contact the party (ies) named in my complaint and will not attempt to facilitate resolution of my complaint with the party(ies). My complaint will be kept by the Attorney General's Office for informational purposes.

[redacted]

City and State where signed Lake Forest Park, Washington

11. On June 17, 2021, [redacted] Consolidated, Inc., parent company to [redacted] acquired 100% of the issued share capital of [redacted] Holdings Pty Ltd, formerly known as [redacted] Holdings Limited [redacted] Holdings Pty Ltd was the parent company to Redflex Traffic Systems, Inc. [redacted] After an internal reorganization, [redacted] is the parent company to [redacted]

[redacted] was investigated by the U.S. Department of Justice (the "DOJ") in relation to prior misconduct of former employees as a result of allegations in a [redacted] Tribune article published in October 2012. The misconduct under investigation ended around 2012 and 2013, and the individuals involved have not been employed by [redacted] for over eight (8) years. [redacted] fully and voluntarily cooperated with these investigations and provided substantial assistance to the DOJ in connection with its investigations. As a result of the DOJ's investigation, [redacted] was not charged with any offense arising out of its activities that the DOJ was investigating, which related to the [redacted] and locations in the State of [redacted] and entered into a Non-Prosecution Agreement (NPA) with the DOJ for a term of two (2) years that expired on December 24, 2018.

Former [redacted] was charged with conspiracy to commit federal programs bribery committed by her before February 28, 2013, relating to the procurement of commercial contracts within the [redacted] and in the [redacted] and was sentenced to prison because of her 2015 guilty plea. [redacted] from May 31, 2011 through February 28, 2013 and [redacted] from December 9, 2005 through February 28, 2013. Former [redacted] was also charged with conspiracy to commit bribery on February 10, 2014, relating to the procurement of commercial contracts within the [redacted] and in the [redacted] thereafter entered a plea of guilty.

On February 3, 2017, [redacted] and the [redacted] entered a release and settlement agreement which resolved a civil qui tam litigation brought by the City. On February 21, 2017, the [redacted] entered its "Notice of Finding of Responsibility of [redacted] thereby restoring [redacted] as a responsible vendor entitled to submit proposals and bids for [redacted] Contracts.

[redacted] was not charged with or convicted of any offense arising out of these activities related to the [redacted] and locations in the [redacted]

Standard Disclosures & Investigations
Question # 12

1. On June 17, 2021, [redacted] parent company to [redacted] c. acquired 100% of the issued share capital of [redacted] Holdings Pty Ltd, formerly known as [redacted] Holdings Limited. [redacted] Holdings Pty Ltd was the parent company to [redacted] Traffic Systems, Inc. [redacted] After an internal reorganization, American Traffic Solutions, Inc. is the parent company to [redacted]

   [redacted] was investigated by the U.S. Department of Justice (the "DOJ") in relation to prior misconduct of former employees as a result of allegations in a [redacted] Tribune article published in October 2012. The misconduct under investigation ended around 2012 and 2013, and the individuals involved have not been employed by [redacted] or over eight (8) years. [redacted] fully and voluntarily cooperated with these investigations and provided substantial assistance to the DOJ in connection with its investigations. As a result of the DOJ's investigation, [redacted] was not charged with any offense arising out of its activities that the DOJ was investigating, which related to the [redacted] and locations in the State of [redacted] and entered into a Non-Prosecution Agreement (NPA) with the DOJ for a term of two (2) years that expired on December 24, 2018.

   Former [redacted] officer, [redacted] was charged with conspiracy to commit federal programs bribery committed by her before February 28, 2013, relating to the procurement of commercial contracts within the [redacted] and in the state of [redacted] and was sentenced to prison because of her 2015 guilty plea. Ms. Finley was Redflex's Director from May 31, 2011 through February 28, 2013 and President & CEO from December 9, 2005 through February 28, 2013. Former [redacted] Vice President of Sales, [redacted] was also charged with conspiracy to commit bribery on February 10, 2014, relating to the procurement of commercial contracts within the [redacted] and in the state of [redacted] thereafter entered a plea of guilty.

   On February 3, 2017, [redacted] and the [redacted] entered a release and settlement agreement which resolved a civil qui tam litigation brought by the City. On February 21, 2017, the [redacted] entered its "Notice of Finding of Responsibility of [redacted] thereby restoring [redacted] as a responsible vendor entitled to submit proposals and bids for City of [redacted] Contracts.

   [redacted] was not charged with or convicted of any offense arising out of these activities related to the [redacted] of [redacted] and locations in the State of [redacted]

VERRA MOBILITY™

October 23, 2023

[redacted]

Subject: Response to [redacted]

[redacted]s in receipt of complaint [redacted] filed by [redacted] which was forwarded to us by your office for response. [redacted] takes complaints seriously and we appreciate the opportunity to address [redacted] concerns.

In her complaint, [redacted] has alleged that [redacted] and the [redacted] Municipal Court "*deliberately made it impossible to a link to obtain the declaration of non-responsibility. The link provided sends an error message and I have noticed this on several occasions this is a permanent error message and this is deliberate so people are forced to pay and not obtain the court documents required to dispute the ticket*".

Attached is one of several Notices of Infraction sent to [redacted] this year by the Seattle Police Department for bus lane violations. Each of these Notices of Infraction and their accompanying documents are identical in form and content except for the following violation specific fields:

- Notice of Infraction number and PIN
- Violation images captured by bus lane photo enforcement cameras
- Violation date, time, and location
- Issuing officer and badge/serial number
- Issue date

A review of the Notice of Infraction and accompanying documents demonstrates that recipients of these Notices are advised by the issuing jurisdiction of <u>multiple options</u> for resolving their citation. For example, at the **bottom of the Notice**, recipients are advised of the citation response timeframe and provided five options for responding to their citation, including options to:

1. Pay their citation via the payment coupon which accompanies their Notice,
2. Enter a payment plan with the court,
3. Request a court mitigation hearing using the coupon which accompanies their Notice,
4. Request a court hearing to contest the violation using the coupon which accompanies their Notice,
   -or-
5. Submit a Declaration of Non-Responsibility.
   a. This last option directs the recipient to the back of the Notice for additional information as to what constitutes "non-responsibility" and provides several options for obtaining and returning the Declaration to the Court.

Additionally, in the **top right corner** of the first page of the Notice is a box identifying a web address - [redacted] Further down the Notice this web address is again repeated, in yellow highlight, to draw the viewer's attention. The [redacted] web address is listed on the back of the Notice in two *additional* locations – <u>one of which is located **directly next to** the broken [redacted] Court webpage identified by [redacted] in her complaint</u> (as shown below).

1. Download or print the form from the Court's website: [redacted]

[redacted] is a public facing website which allows visitors, after validating their identity, to view images and video associated with their Notice, pay their fines, or download a Declaration of Non-Responsibility form. The website also provides, in multiple locations, a toll-free phone number to call for assistance or to get additional information about their Notice, court hearing request, or transfer of liability options.

At the bottom of the first page of the Notice, you will see recipients are provided five options for addressing their Notice - including options to:

6. Pay their citation via the payment coupon which accompanies their Notice,
7. Enter a payment plan with the court,
8. Request a court mitigation hearing using the hearing coupon which accompanies their Notice,
9. Request a court hearing to contest the violation using the hearing coupon which accompanies their Notice, or
10. Submit a Declaration of Non-Responsibility.
    a. This last option directs the recipient to the back of the Notice where the recipient can review additional information on what constitutes "non-responsibility" and also provides the recipient multiple options for obtaining the declaration form.

Turning to the back of the Notice, recipients are again advised (in greater detail), of all available options for resolving their Notices. The [redacted] Municipal Court Customer Service number is provided in two sections – once under "Questions" – in bold and again in the section for outlining transfers of liability titled, "IF YOUR VEHICLE WAS STOLEN, SOLD BY YOU PRIOR TO THE DATE OF VIOLATION, OR WAS OTHERWISE NOT IN YOUR CARE, CUSTODY OR CONTROL AT THE TIME OF THE VIOLATION". It is in this capitalized section on the back of the Notice of Infraction where the [redacted] Court web address link [redacted] identified in her complaint is located.

[redacted] tested the [redacted] Court web address cited by [redacted] (and provided on the Notice) and encountered the following error message - "404 Error; Page Not Found". Verra Mobility has notified the [redacted] Court of the issue. While the Court works to fix that webpage or provide an alternate, please note that this section of the Notice (copied below in its entirety) provides multiple other means for recipients to obtain this form from the [redacted] Court including visiting [redacted] calling the court, or visiting the court in person (see list following the highlighted text).

IF YOUR VEHICLE WAS STOLEN, SOLD BY YOU PRIOR TO THE DATE OF VIOLATION, OR WAS OTHERWISE NOT IN YOUR CARE, CUSTODY OR CONTROL AT THE TIME OF THE VIOLATION, you may submit a sworn statement to that effect to the Court to rebut the presumption, established in SMC 11.31.090, that you were driving the vehicle at the time of the violation. EMPLOYERS: As a matter of law, a vehicle registered to an employer/principal that is driven by an employee/agent remains in the "care, custody, and control" of the employer/agent. Thus, the employer/principal is responsible for payment of the infraction penalty and may not transfer that responsibility by submitting a sworn statement. Like a parking infraction, an employee/agent may take responsibility for a traffic camera infraction by submitting payment directly to the Court or by requesting a hearing in his or her name. A Declaration of Non-Responsibility form can be obtained from the Court in any of the following ways:

1. Download or print the form from the Court's website: [redacted]
2. Call the Court at [redacted]
3. Visit the Court in person at the [redacted]

Return the completed form to the Court in person [redacted]

You must fill out the Declaration of Non-Responsibility completely. If you fail to fill it out completely, you will be notified that the Notice of Infraction will remain in your name.

You must return or mail the Declaration of Non-Responsibility to the Court by the due date shown on the front of this Notice of Infraction or the infraction will remain in your name.

We hope the above information is useful.

Respectfully,

[redacted]

Department of Taxation and Finance

Penalty and Interest Calculator

Penalty and Interest Results

We have calculated the penalty and interest you owe using the information you have provided.

Please verify that the information is correct. If we do not receive your return and payment by the date you specified below, you may receive a bill for additional penalties and interest owed. See important information for limitations of use.

- Select **Print** to print a copy of this page for your records
- To determine penalty and interest due for another tax return, select **Another Calculation**.

Reporting details

Tax type:	[redacted]
Due date:	**01/31/2024**
Estimated received date:	**05/23/2024**

Penalty and interest results

Amount of tax due ($):	[redacted]
Estimated interest (see detail below) ($):	[redacted]
Estimated penalty ($):	[redacted]
Estimated total amount due ($):	[redacted]

Penalty details

This calculator **does not** compute the penalty for underpayment of estimated tax by a corporation, individual, or fiduciary or shareholder penalties for late filing of a Sub Chapter S Return (H2 Penalties). If any of those penalties apply to you, see important information for instructions.

Failure to file/failure to pay (S1 penalty) ($):	[redacted]
Total penalty ($):	[redacted]

Interest details

111 Days at 12.00% from 01-31-2024 to 05-23-2024 ($):	[redacted]
Total interest ($):	[redacted]

Web survey

Provide feedback about this online service through our Web Survey.

Back Print Another Calculation

American Traffic Solutions, Inc.	State	Date of Notice	Notice Type
Costa Mesa	CA	2010	Termination
San Bernardino	CA	2014	Termination
Whittier	CA	2010	Termination
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Collier County	FL	2013	Termination
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Hialeah	FL	2012	Termination
Hollywood	FL	2016	Termination
Royal Palm Beach	FL	2010	Termination
Temple Terrace	FL	2015	Termination
Winter Springs	FL	2010	Termination
Bainbridge	WA	2022	Termination
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Ferguson	MO	2015	Termination
Florissant	MO	2014	Termination
Grandview	MO	2014	Termination
Hazelwood	MO	2014	Termination

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Diboll	TX	2019	Termination
Elgin	TX	2019	Termination
Fort Worth	TX	2019	Termination
Frisco	TX	2019	Termination
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Mutual Consent
Convenience

Standard Disclosures & Investigations
Question # 13

1. In 2016, the [redacted] Office of the Inspector General (OIG) initiated an investigation into whether [redacted] violated City Debarment Rules by submitting bid packages to out-of-state municipal entities on three occasions that contained an endorsement that was inadvertently attributed without authorization to a [redacted] Department of Transportation official. In September 2017, the OIG issued a report in which it concluded that [redacted] handling of the endorsement constituted a violation of certain provisions of the City's Debarment Rules. On February 7, 2018, without agreeing that it had intentionally violated any rule or provision, [redacted] and the City executed an agreement through which [redacted] agreed to a two-year period of administrative oversight on [redacted] ability to contract with the City and perform contracts with the City. The period of oversight concluded on February 7, 2020.

2. In January 2018, [redacted] received an inquiry from the [redacted] Office of the Attorney General [redacted] in connection with certain consumer complaints the [redacted] had received regarding an electronic toll payment service that entities associated with [redacted] and [redacted] Processing Services, L.L.C.) provide to certain rental car companies. [redacted] responded and provided supporting documentation in February 2018 and July 2018. In December 2018, [redacted] met with the [redacted] to discuss certain open areas of inquiry that the [redacted] could not determine from the [redacted] written submissions. [redacted] has not received further inquiry from the [redacted] since the December 2018 meeting.

3. By a letter dated March 12, 2018, the [redacted] Board of Examiners for Engineers and Surveyors, informed us that it had initiated an investigation in response to a complaint it received alleging that [redacted] was practicing or offering to practice engineering without being licensed by the Board. While the Board determined that there was sufficient evidence to support the claim that [redacted] was practicing, or offering to practice, engineering and surveying in [redacted] without being licensed by the Board, it did not take any further action against [redacted]. Prior to [redacted] receipt of the initial inquiry from the Board, [redacted] had already commenced using [redacted] licensed professional engineers in [redacted]

4. In June 2019, [redacted] was made aware by the [redacted] that [redacted] was not in compliance with a City ordinance requiring membership in the "811 [redacted] (Digger)" program, a 24-hour service network designed to prevent contractors from hitting existing utility lines when digging. [redacted] worked diligently with the [redacted] Department of Transportation to comply with the ordinance. [redacted] kept its [redacted] customer informed on the matter and is now in compliance with the ordinance.

5. By a letter dated July 10, 2019, the [redacted] Professional Engineering and Land Surveying Board informed [redacted] that it had received complaints alleging possible violations of the Professional Engineering and Land Surveying Licensure Law and/or Board Rules related [redacted] practicing and/or offering to practice engineering in [redacted] without a license. By a letter dated February 3, 2020, the Board informed [redacted] that it had concluded that there was insufficient evidence of a violation of the laws/ rules of the Board, and the Board will take no further action in this matter.

6. By a letter dated June 1, 2020, the [redacted] Department of Professional and Occupational Regulation [redacted] informed [redacted] that it had received complaint alleging that [redacted] was operating without a qualifying party under its [redacted] Highway/Heavy license. [redacted] responded to [redacted] on June 22, 2020, providing information related to the process and status of having [redacted] Director of National Construction designated as [redacted] Qualified Individual for its [redacted] Highway/Heavy license after the previous Qualified Individual departed [redacted]. On August 12, 2020, [redacted] Director of National Construction was notified by the [redacted] Board for Contractors of the [redacted] that he was designated as [redacted] Qualified Individual for its [redacted] Highway/Heavy license. [redacted] believes this matter has been resolved.

7. By a letter dated June 2, 2020, the [redacted] Department of Transportation informed [redacted] that it had commenced investigating an incident of a potential violation the [redacted] Underground Facilities Damage Prevention Ordinance. [redacted] cooperated with the City of [redacted] informing the City that [redacted] had not performed demolition at or near the location in question. [redacted] believes this matter has been resolved.

8. In 2020, the DC Office of Human Rights received charges from two former subcontractors alleging that their former employer, [redacted] and [redacted] had engaged in unlawful age discrimination against them. The Office initiated an investigation into both charges. One charge was resolved via a confidential settlement agreement between the former subcontractor and [redacted] which also included a full release of the Company. The Office of Human Rights issued a No Probable Cause Letter of Determination in June 2021, concluding that it found no probable cause to believe that the Company engaged in unlawful age discrimination.

9. In the Fall of 2019, [redacted] notified the [redacted] Department of Transportation [redacted] of potential deficiencies in the Verra Mobility Electrical Enterprises, Inc., formerly known as [redacted] photo enforcement installation practices. [redacted] is an indirect wholly owned subsidiary of [redacted] In early 2020, the [redacted] Department of Investigation [redacted] commenced an investigation into the installation practices. In late January 2021, [redacted] was informed that the [redacted] is investigating matters related to our past installation practices. After its investigation, [redacted] concluded that certain installations did not satisfy the [redacted] Specifications applicable to the installation of the photo enforcement systems but did not issue violations with respect to the deficiencies. On March 22, 2021, [redacted] and the [redacted] entered into a Certification and Monitor Agreement, pursuant to which, among other things, [redacted] agreed to complete remediation work, engaged an independent monitor, and agreed to comply with certain installation practices and to implement certain compliance measures required by [redacted] The term of the Certification and Monitor Agreement ends upon the expiration of the current photo enforcement agreements between [redacted] and [redacted]

10. [redacted] a subsidiary of [redacted] received from the [redacted] Office of the Comptroller a Notice to Produce & Examination pursuant to [redacted] Administrative Code § 6-109, dated September 28, 2022, alleging failure to pay prevailing wages or living wages or living wages or minimum wages. [redacted] is cooperating with the [redacted]

Investigation Disclosures
Question 14 (e)

1. By a letter dated March 12, 2018, the [redacted] informed us that it had initiated an investigation in response to a complaint it received alleging that [redacted] was practicing or offering to practice engineering without being licensed by the Board. While the Board determined that there was sufficient evidence to support the claim that [redacted] was practicing, or offering to practice, engineering and surveying in [redacted] without being licensed by the Board, it did not take any further action against [redacted] Prior to [redacted] receipt of the initial inquiry from the Board, [redacted] had already commenced using [redacted] licensed professional engineers in [redacted]

2. In June 2019, [redacted] was made aware by the [redacted] that [redacted] was not in compliance with a City ordinance requiring membership in the "811 [redacted] (Digger)" program, a 24-hour service network designed to prevent contractors from hitting existing utility lines when digging. [redacted] worked diligently with the City of Chicago Department of Transportation to comply with the ordinance. [redacted] kept its [redacted] customer informed on the matter and is now in compliance with the ordinance.

3. In the Fall of 2019, [redacted] notified the [redacted] Department of Transportation ([redacted] of potential deficiencies in the [redacted] photo enforcement installation practices. [redacted] is an indirect wholly owned subsidiary of [redacted] In early 2020, the [redacted] Department of Investigation ([redacted] commenced an investigation into the installation practices. In late January 2021, [redacted] was informed that the [redacted] s investigating matters related to our past installation practices. After its investigation, [redacted] concluded that certain installations did not satisfy the [redacted] Specifications applicable to the installation of the photo enforcement systems but did not issue violations with respect to the deficiencies. On March 22, 2021, [redacted] and the DOI entered into a Certification and Monitor Agreement, pursuant to which, among other things, [redacted] agreed to complete remediation work, engaged an independent monitor, and agreed to comply with certain installation practices and to implement certain compliance measures required by [redacted] The term of the Certification and Monitor Agreement ends upon the expiration of the current photo enforcement agreements between [redacted] and [redacted]

Entity Name	Domestic Jurisdiction	Business Unit
American Traffic Solutions Consolidated, L.L.C.	Delaware	Commercial Services
American Traffic Solutions, Inc.	Kansas	Government Solutions
American Traffic Solutions, L.L.C.	Delaware	Government Solutions
ATS Processing Services, L.L.C.	Delaware	Commercial Services
ATS Tolling LLC	Delaware	Commercial Services
Auto Tag of America LLC	Delaware	Commercial Services
Auto Titles of America LLC	Delaware	Commercial Services
CANADIAN HIGHWAY TOLL ADMINISTRATION LTD.	British Columbia	Commercial Services
Citation Collection Services, LLC	Indiana	T2
Contractum Ltd	England & Wales	Commercial Services
EPC Finance Limited	England & Wales	Commercial Services
EPC Hungary Kft	Hungary	Commercial Services
Euro Parking Collection PLC	England & Wales	Commercial Services
Fourlev Limited	Israel	Government Solutions
Greenlight Acquisition Corporation	Delaware	Corporate
Greenlight Holding Corporation	Delaware	Corporate
Greenlight Intermediate Holding Corporation	Delaware	Corporate
Highway Toll Administration, LLC	New York	Commercial Services
LaserCraft, Inc.	Georgia	Government Solutions
Mulvihill ICS, Inc.	New York	Government Solutions
Pagatelia, S.L.U.	Spain	Commercial Services
PlatePass, L.L.C.	Delaware	Commercial Services
Redflex Enforcement Services Pty Ltd	Victoria	Government Solutions
Redflex Guardian, Inc.	Delaware	Government Solutions
Redflex Holdings Pty Ltd	Victoria	Government Solutions
Redflex Irish Investments Pty Ltd	Victoria	Government Solutions
Redflex Pty Ltd	Victoria	Government Solutions
Redflex Traffic Pty Ltd	Victoria	Government Solutions
Redflex Traffic Systems (California), Inc.	California	Government Solutions
Redflex Traffic Systems (Canada) Limited	British Columbia	Government Solutions
Redflex Traffic Systems India Private Limited	India	Government Solutions
Redflex Traffic Systems Limited	United Kingdom	Government Solutions
Redflex Traffic Systems Malaysia Sdn. Bhd.	Malaysia	Government Solutions

Redflex Traffic Systems Pty Ltd	Victoria	Government Solutions
Redflex Traffic Systems, Inc.	Delaware	Government Solutions
Road Safety Operations Holdings Unlimited	Ireland	Government Solutions
RTS R&D Pty Ltd	Victoria	Government Solutions
Sunshine State Tag Agency LLC	Delaware	Commercial Services
T2 Holding Corp.	Delaware	T2
T2 Systems Canada Inc.	British Columbia	T2
T2 Systems Parent Corporation	Delaware	T2
T2 Systems, Inc.	Indiana	T2
Toll Buddy, LLC	Delaware	Commercial Services
Traffic Operating Services (Saudi Arabia) LLC	Saudi Arabia	Government Solutions
Transtoll Pty Ltd	Victoria	Government Solutions
United Public Safety, Inc.	Pennsylvania	T2
Verra Mobility B.V.	Netherlands	Commercial Services
Verra Mobility Corporation	Delaware	Corporate
Verra Mobility Electrical Enterprises, Inc.	New York	Government Solutions
Verra Mobility France SAS	France	Commercial Services
Verra Mobility Holdings, LLC	Delaware	Corporate
Verra Mobility Ireland Limited	Ireland	Commercial Services
Violation Management Solutions, LLC	Delaware	Commercial Services
VM Consolidated, Inc.	Delaware	Corporate

American Traffic Solutions, Inc.	State	Date of Notice	Notice Type
Costa Mesa	CA	2010	Termination
San Bernardino	CA	2014	Termination
Whittier	CA	2010	Termination
Apopka	FL	2018	Termination
Boca Raton	FL	2015	Termination
Casselberry	FL	2010	Termination
Collier County	FL	2013	Termination
Dunnellon	FL	2013	Termination
Hialeah	FL	2012	Termination
Hollywood	FL	2016	Termination
Royal Palm Beach	FL	2010	Termination
Temple Terrace	FL	2015	Termination
Winter Springs	FL	2010	Termination
Bainbridge	WA	2022	Termination
Anne Arundel County	MD	2018	Termination
Arnold	MO	2014	Termination
Bel-Nor	MO	2014	Termination
Beverly Hills	MO	2014	Termination
Brentwood	MO	2013	Termination
Bridgeton	MO	2014	Termination
Calverton Park	MO	2014	Termination
Clayton	MO	2013	Termination
Country Club Hills	MO	2013	Termination
Creve Coeur	MO	2014	Termination
Dellwood	MO	2013	Termination
Ellisville	MO	2014	Termination
Excelsior Springs	MO	2014	Termination
Ferguson	MO	2015	Termination
Florissant	MO	2014	Termination
Grandview	MO	2014	Termination
Hazelwood	MO	2014	Termination

Jefferson County	MO	2015	Termination
Kansas City	MO	2015	Termination
Moline Acres	MO	2014	Termination
Northwoods	MO	2014	Termination
Richmond Heights	MO	2013	Termination
Springfield	MO	2015	Termination
St Ann	MO	2014	Termination
St John	MO	2014	Termination
St Joseph	MO	2015	Termination
St Louis	MO	2014	Termination
Sugar Creek	MO	2014	Termination
Webster Groves	MO	2014	Termination
Brick Township	NJ	2014	Termination
Deptford	NJ	2014	Termination
East Brunswick	NJ	2014	Termination
East Windsor	NJ	2014	Termination
Glassboro	NJ	2014	Termination
Gloucester Township	NJ	2014	Termination
Jersey City	NJ	2014	Termination
Lawrence Township	NJ	2014	Termination
Linden	NJ	2014	Termination
Monroe	NJ	2014	Termination
Palisades Park	NJ	2012	Termination
Piscataway	NJ	2014	Termination
Pohatcong Township	NJ	2012	Termination
Rahway	NJ	2014	Termination
Roselle Park	NJ	2014	Termination
Union Township	NJ	2014	Termination
Wayne Township	NJ	2014	Termination
Woodbridge	NJ	2014	Termination
Arlington	TX	2015	Termination
Baytown	TX	2010	Termination
Burleson	TX	2019	Termination

Cedar Hill	TX	2019	Termination
Dallas	TX	2019	Termination
Diboll	TX	2019	Termination
Elgin	TX	2019	Termination
Fort Worth	TX	2019	Termination
Frisco	TX	2019	Termination
Georgetown Independent School District	TX	2019	Termination
Houston	TX	2014	Termination
Irving	TX	2019	Termination
Jersey Village	TX	2019	Termination
Little Elm	TX	2019	Termination
Lufkin	TX	2019	Termination
Magnolia	TX	2019	Termination
Sugar Land	TX	2019	Termination
Watauga	TX	2019	Termination
Willis	TX	2019	Termination
Bedford	VA	2022	Termination
Windsor Heights	IA	2020	Termination

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NEW YORK STATE OF OPPORTUNITY | Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

[redacted]

Signal Maintenance
Customer No: [redacted]
Statement No:

For questions please email:
MO-RevenueUnit@dot.ny.gov

THIS IS A BILL

BILL TYPE: Signal Maintenance
BILL DATE: 6/3/24

TOTAL AMOUNT DUE: [redacted]

DUE DATE IS FOUND ON DETAILS BEGINNING ON PAGE TWO

COLLECTION TERMS

* Pursuant to NYS Legislation, Chapter 55, laws of 1992, a late fee or interest and collection fees will be imposed: The higher of (a) a late fee of [redacted] or (b) interest on the outstanding balance calculated at the state corporate underpayment rate minus two percentage points will be assessed if a balance remains due after 35 days from the bill date. In addition, a collection fee of up to [redacted] may be applied to amounts not paid within 95 days.*

* Rental Permits issued prior to April 1993 will be assessed a late payment penalty at the rate of [redacted] of the outstanding balance due after 35 days of the original bill date instead of interest.

Delinquent account balances may be collected by any one of the following actions:

INTERNAL OFFSET, NONRENEWAL OF PERMITS (OR NONISSUANCE OF NEW PERMITS), REFERRAL TO ATTORNEY GENERAL'S OFFICE FOR LEGAL ACTION, COLLECTION AGENCY, OR TO THE NYS DEPARTMENT OF TAXATION AND FINANCE FOR REDUCTION FROM OTHER FUNDS DUE YOU.

Signal Maintenance

REMITTANCE SLIP

Customer No: [redacted] Total Amount Due: [redacted]
Statement No:

Bill To: [redacted]

PLEASE WRITE YOUR CUSTOMER NUMBER ON YOUR CHECK

Note: There will be a [redacted] processing fee for returned checks

If you are interested in paying by ACH or wire transfer, Please contact us.

[redacted]

If making a partial payment, please remit the entire bill and indicate the invoice Number(s) being paid.

Check No. _____

Amount Paid: _____

Please Note Any Corrections Here:

_____

_____

_____

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

Bill To: [redacted]

Signal Maintenance
Customer No: [redacted]
Statement No:

For questions please email:
MO-RevenueUnit@dot.ny.gov

Permit No.	Invoice No.	Location	Description	Billing Period	Due Date	[redacted]
00060CSM	SM004472	SIGNAL # 39.1	Red Light Camera	02/01/24-01/31/25	03/02/24	
00061CSM	SM004937		Signal Maintenance	05/01/24-04/30/25	05/31/24	
00066CSM	SM004991	RED LIGHT CAMERA (NASSAU COUNTY)		06/01/24-05/31/25	07/01/24	
00065CSM	SM004992	RED LIGHT TRAFFIC SIGNAL ENFORCEMENT EQUIPMENT	Location: Intersection Of Merrick Ave At Front St. (Sr102)	06/01/24-05/31/25	07/01/24	

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through November 30, 2020.

Selected Entity Name: [redacted]

Selected Entity Status Information

Current Entity Name: [redacted]
DOS ID #:
Initial DOS Filing Date: JUNE 03, 2009
County: NEW YORK
Jurisdiction: [redacted]
Entity Type: FOREIGN BUSINESS CORPORATION
Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

[redacted]

Chief Executive Officer

[redacted]

Principal Executive Office

[redacted]

Registered Agent

[redacted]

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
JUN 03, 2009	Actual	[redacted]

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

Search Results New Search

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QUESTION 17 A CLARIFICATIONS

V) The number of employees in the firm;

[redacted] Enterprise Worldwide

* [redacted] would like to clarify that [redacted] has no employees. Employees of [redacted] parent company to [redacted] perform work on behalf of [redacted] Worldwide across all affiliates in the [redacted] Corporation corporate family, there are approximately 954 employees.

VI) Annual revenue of the firm;

- [redacted] would like to clarify that this is the annual revenue of [redacted] Corporation for the fiscal year ending December 31, 2022.

Increase Rider

BOND NO. [redacted]

To be attached and form a part of Bond No. [redacted] **dated the 27th day of September, 2012, executed by** [redacted] **as surety, on behalf of** [redacted] **as current principal of record, and in favor of New York State Dept. of Transportation Region 10, as Obligee, and in the current amount of** [redacted]

In consideration of the agreed premium charged for this bond, it is understood and agreed that [redacted] **hereby consents that effective from the 19th day of April, 2018, said bond shall be amended as follows:**

THE BOND PENALTY SHALL BE Increased:

FROM: [redacted]

TO: [redacted]

The Increase of said bond penalty shall be effective as of the 19th day of April, 2018, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 19th day of April, 2018.

BY:_____

BY:_____

[redacted]

[redacted]

OF MARYLAND

[redacted]

Statement of Financial Condition
As Of December 31, 2016

ASSETS

Bonds	[redacted]
Stocks	
Cash and Short Term Investments	
Reinsurance Recoverable	
Other Accounts Receivable	
TOTAL ADMITTED ASSETS	

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	
Ceded Reinsurance Premiums Payable	
Securities Lending Collateral Liability	
TOTAL LIABILITIES	
Capital Stock, Paid Up	[redacted]
Surplus	
Surplus as regards Policyholders	
TOTAL	

Securities carried at [redacted] in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2016 would be [redacted] and surplus as regards policyholders [redacted]

I, [redacted] Corporate Secretary of the [redacted] do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2016.

[redacted]

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 1st day of March, 2017.

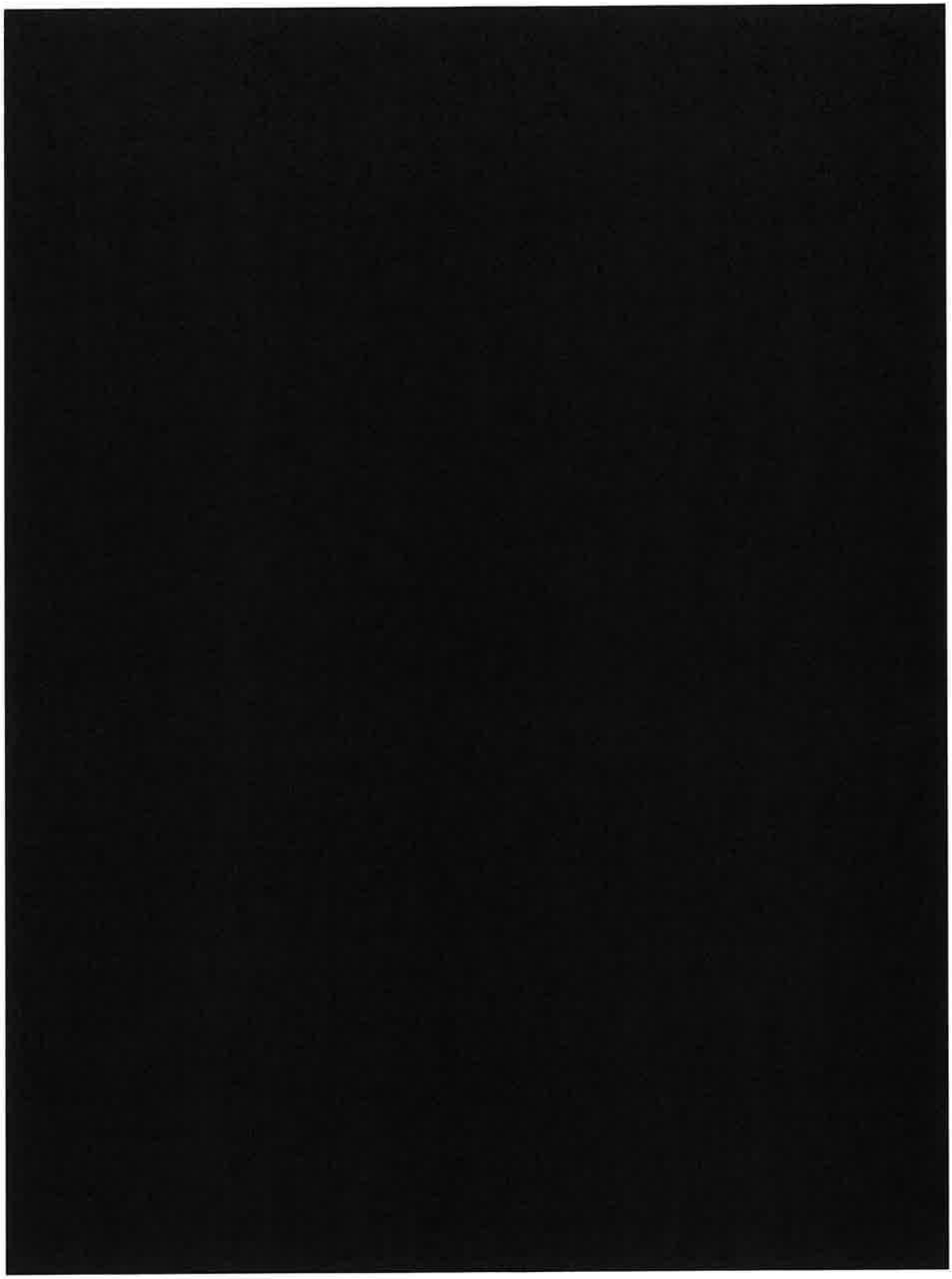
Notary Public

DARRYL JOINER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
February 24, 2018

To be attached to and form part of bond [redacted] issued on behalf of [redacted] by [redacted] to the State of New York, Department of Transportation, Region 10.

Locations Currently Covered Under this Bond:

[redacted]



[redacted]

TOTAL BOND AMOUNT [redacted]

Signed, Sealed and Dated this 19th day of April, 2018.

[redacted]

GENERAL ALL-PURPOSE ACKNOWLEDGMENT

State of ARIZONA

County of MARICOPA

On APRIL 25, 2018 before me, CATHERINE E WILKINS
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared PATRICIA D CHIOZO
Name(s) of Signer(s)

✓ Personally known to me
__ Proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the said instrument.

CATHERINE E WILKINS
Notary Public – Arizona
Maricopa County
My Comm. Expires Feb 7, 2022

WITNESS my hand and official seal.

Catherine E Wilkins
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent

CAPACITY CLAIMED BY SIGNER

(__) INDIVIDUAL
(__)

TITLE(S)

(__) PARTNER(S) (__) LIMITED
(__) (__) GENERAL

(__) ATTORNEY-IN-FACT

(__) TRUSTEE(S)
(__) GUARDIAN/CONSERVATOR
(__) OTHER _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

Additional Signatures

GENERAL ALL-PURPOSE ACKNOWLEDGMENT

State of **Arizona**

County of **Maricopa**

On April 19, 2018 before me, **Kristin D. Thurber**
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared **David G. Jensen**
Name(s) of Signer(s)

x Personally known to me
___ Proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the said instrument.

KRISTIN D. THURBER
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
March 25, 2021

WITNESS my hand and official seal.

Kristin D. Thurber
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent

CAPACITY CLAIMED BY SIGNER

(__) INDIVIDUAL
(__)

TITLE(S)

(__) PARTNER(S) (__) LIMITED
(__) (__) GENERAL

(X) ATTORNEY-IN-FACT

(__) TRUSTEE(S)
(__) GUARDIAN/CONSERVATOR
(__) OTHER

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Fidelity and Deposit Company of Maryland

DESCRIPTION OF ATTACHED DOCUMENT

American Traffic Solutions, Inc. – Bond Number [redacted]
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

April 19, 2018
DATE OF DOCUMENT

Additional Signatures

[redacted]

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the [redacted] a corporation of the State of New York, the [redacted] a corporation of the State of Maryland, and the [redacted] a corporation of the State of Maryland (herein collectively called the "Companies"), by [redacted] in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint [redacted] **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the [redacted] at its office in New York, New York., the regularly elected officers of the [redacted] at its office in [redacted] Maryland., and the regularly elected officers of the [redacted] at its office in [redacted] Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said [redacted]

ATTEST:

[redacted]

SEAL

By: *Joshua Lecker*
Assistant Secretary
Joshua Lecker

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 28th day of June, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and JOSHUA LECKER, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

POA-F 012-5443B

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the [redacted] do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the [redacted] at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the [redacted] at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the [redacted] at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of April, 2018.

David McVicker, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

[redacted]

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, ROBERT J. RODRIGUEZ, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:	[redacted]
DOS ID Number:	[redacted]
Entity Type:	FOREIGN BUSINESS CORPORATION
Entity Status:	AUTHORIZED
Date of Initial Filing with DOS:	06/03/2009
Statement Status:	CURRENT
Statement Due Date:	06/30/2023

I certify that the following is a list of documents on file in the Department of State for said entity:

Document Type:	APPLICATION OF AUTHORITY
Date of Filing:	06/03/2009
Entity Name:	[redacted]

Document Type:	BIENNIAL STATEMENT
Date of Filing:	06/22/2011
Effective Date:	06/01/2011

Document Type:	BIENNIAL STATEMENT
Date of Filing:	07/22/2011
Effective Date:	06/01/2011

Document Type:	CERTIFICATE OF CHANGE
Date of Filing:	03/30/2012

Document Type:	BIENNIAL STATEMENT
Date of Filing:	07/11/2013
Effective Date:	06/01/2013

Document Type:	BIENNIAL STATEMENT
Date of Filing:	06/01/2015

Document Type:	CERTIFICATE OF CHANGE
Date of Filing:	09/01/2016

Document Type:	BIENNIAL STATEMENT
Date of Filing:	06/14/2017
Effective Date:	06/01/2017

Document Type:	CERTIFICATE OF CHANGE
Date of Filing:	06/16/2017

Document Type:	CERTIFICATE OF CHANGE (BY AGENT)
Date of Filing:	01/28/2019

Document Type:	CERTIFICATE OF CHANGE (BY AGENT)
Date of Filing:	01/28/2019

Document Type:	BIENNIAL STATEMENT
Date of Filing:	06/11/2019
Effective Date:	06/01/2019

Document Type:	BIENNIAL STATEMENT
Date of Filing:	06/16/2021
Effective Date:	06/01/2021

Above space is left blank intentionally.

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 27, 2023 at 12:23 P.M.

ROBERT J. RODRIGUEZ, Secretary of State

Brendan C. Hughes

By Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100002875377 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ccorp.dos.ny.gov

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on August 16, 2019.

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 06/19

1-01

20190816034

NEW YORK STATE OF OPPORTUNITY. | Division of Corporations, State Records and Uniform Commercial Code

New York State
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF ASSUMED NAME
OF

[redacted]

(Insert Real Name of Entity)

Under Section 130 of the General Business Law

FIRST: The real name of the entity is: [redacted].

SECOND: *Foreign entities only.* If applicable, the fictitious name the entity agreed to use in New York State is: _____.

THIRD: If the real name of the entity is different on the last Certificate of Assumed Name or Certificate of Amendment of Certificate of Assumed Name, the previous name of the entity is:

_____.

FOURTH: The entity was formed or authorized under (indicate law):

- ☑ Business Corporation Law
- ☐ Not-for-Profit Corporation Law
- ☐ Education Law
- ☐ Revised Limited Partnership Act
- ☐ Insurance Law
- ☐ Other (specify law): _____.
- ☐ Limited Liability Company Law

FIFTH: The present assumed name is [redacted].

SIXTH: The date the original Certificate of Assumed Name was filed is: 06/13/2018.

SEVENTH: The date, if applicable, the last Certificate of Amendment of Certificate of Assumed Name was filed is: _____.

EIGHTH: The following change(s) are being made (check the appropriate change(s)):

☐ **Entity Name:**
The new name of the entity is: _____.

☐ **Assumed Name:**
The new assumed name is: _____.

☐ **Principal Place of Business:**
The principal place of business is changed to *(include the number and street, city, state and zip code)*: _____.

☑ **County(ies), Added or Deleted, in Which Business Will be Conducted Under the Assumed Name:**

County(ies) Added:	County(ies) Deleted:
[redacted]	

☐ **Address(es) of Specific Business Location(s), Added or Deleted:**

Business Location(s) Added *(include the number and street, city, state and zip code):*	Business Location(s) Deleted *(include the number and street, city, state and zip code):*

INSTRUCTIONS FOR SIGNING:

1. If a corporation, by an officer; if a limited partnership, by a general partner; if a limited liability company, by a member or manager; or by an authorized person or attorney-in-fact for such corporation, limited partnership or limited liability company.
2. If the certificate is signed by an attorney-in-fact, include the name and title of the person for whom the attorney-in-fact is acting. (Example, John Smith, attorney-in-fact for Robert Johnson, president.)

[redacted] X [redacted]

(Name of Signer) *(Signature)*

[redacted]

(Title of Signer)

CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF ASSUMED NAME
OF

[redacted]

(Insert Real Name of Entity)

Under Section 130 of the General Business Law

Filer's Name and Mailing Address:

[redacted]

Name:

[redacted]

Company, if Applicable:

[redacted]

Mailing Address:

[redacted]

City, State and Zip Code:

NOTES:

1. This form was prepared by the New York State Department of State. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores.
2. The Department of State recommends that all documents be prepared under the guidance of an attorney.
3. **Filing Fee:**
   a. Limited Liability Companies [redacted]
   b. Limited Partnerships - [redacted]
   c. Corporations - [redacted] plus the additional fee for each county affected by the amendment. The additional fee for each county within New York City (Bronx, Kings, New York, Queens and Richmond) is [redacted] The additional fee for each county outside New York City is [redacted]
4. Checks are payable to the Department of State.
5. All checks over [redacted] must be certified.

For Office Use Only

[redacted]

2019 AUG 16 P 4:55

RECEIVED
2019 AUG 16
CORPORATIONS
DEPARTMENT

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED AUG 16 2019
TAX $ 455.00
BY: JB

DOS-1626-f (Rev. 03/17)

Page 3 of 3

CSI-01

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for AMERICAN TRAFFIC SOLUTIONS, INC., File Number 221104002297 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 12, 2023.

Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100002785450 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

CT07

NEW YORK STATE OF OPPORTUNITY | Division of Corporations, State Records and Uniform Commercial Code

New York State
Department of State
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

AMENDED CERTIFICATE OF ASSUMED NAME OF

[redacted]
(Insert Current Real Name of Entity)

Under Section 130 of the General Business Law

1. The current real name of the entity is: [redacted].

2. *(Foreign entities only)* If applicable, the fictitious name the entity has agreed to use in New York State is: _____.

3. If the current real name of the entity is different from the real name listed on the last preceding filing with respect to this assumed name, the previous real name of the entity listed was:

_____.

4. The assumed name listed on the last preceding filing with respect to this assumed name was: [redacted].

5a. The date the original Certificate of Assumed Name was filed: 06/13/2018.

5b. The DOS Assumed Name ID is: [redacted].

6. If applicable, the date the last Amended Certificate of Assumed Name was filed is:

08/16/2019.

7. The following change(s) are being made:

- ☐ Entity real name
- ☐ Assumed name
- ☐ Location of principal place of business
- ☒ County(ies) in which the entity does or intends to do business
- ☐ Location(s) where the entity carries on or conducts or transacts business in New York State

Filed with the NYS Department of State on 11/03/2022
Filing Number: 221104002297 DOS ID: 421749

8. The text of the Certificate of Assumed Name is amended to read in its entirety as follows:

FIRST: The real name of the entity is:

[redacted]

SECOND: *(Foreign entities only)* If applicable, the fictitious name the entity has agreed to use in New York State is:

THIRD: The entity was formed or authorized to do business/conduct activities in New York State under the following law: *(Check one)*

- ☒ Business Corporation Law
- ☐ Education Law
- ☐ Insurance Law
- ☐ Limited Liability Company Law
- ☐ Not-for-Profit Corporation Law
- ☐ Revised Limited Partnership Act
- ☐ Other (specify law): _____

FOURTH: The assumed name of the entity is:

VERRA MOBILITY

FIFTH: The location including number and street, if any, of the entity's principal place of business in New York State. If none, provide the out-of-state address of the entity's principal place of business:

[redacted]

SIXTH: The county(ies) in which the entity does business or intends to do business: *(Check the applicable box(es))*

☐ ALL COUNTIES

[redacted]

NY012-11/1/2021 Wolters Kluwer Online

Filed with the NYS Department of State on 11/03/2022
Filing Number: [redacted]

SEVENTH: The location including number and street, if any, of each place where the entity carries on, conducts or transacts business in New York State: (*The address(es) must include a number and street, city, state and zip code. The address(es) must be within the county(ies) indicated in paragraph SIXTH.*) If none, check this box ☐

[redacted]

Print or Type
Name of Signer: [redacted] Signature: [redacted]

Capacity of Signer (Check one): ☐ Authorized Person ☒ Officer of the Corporation ☐ General Partner of the Limited Partnership
☐ Member of the Limited Liability Company ☐ Manager of the Limited Liability Company

Filed with the NYS Department of State on 11/03/2022
Filing Number: [redacted]

CT07

AMENDED CERTIFICATE OF ASSUMED NAME OF

AMERICAN TRAFFIC SOLUTIONS, INC.

(Insert Current Real Name of Entity)

Under Section 130 of the General Business Law

Filer's Name and Mailing Address:

[redacted]

Name

Company, if Applicable

[redacted]

Mailing Address

[redacted]

City, State and Zip Code

NOTES:

1. This form was prepared by the New York State Department of State. You are not required to use this form. You may draft a form or obtain a form from a legal form company. If this form is not suitable for your needs, you may draft your own form.
2. **Instructions for signing:**
   If a corporation, by an officer; if a limited partnership, by a general partner or; if a limited liability company, by a member or manager. An authorized person or attorney-in-fact for such corporation, limited partnership or limited liability company may also sign the certificate.
3. The Department of State recommends that this certificate be prepared under the guidance of an attorney.
4. **Filing Fee:**
   a. Limited Liability Companies [redacted]
   b. Limited Partnerships - [redacted]
   c. Corporations - [redacted] plus the additional fee for each county. The additional fee for each county within New York City (Bronx, Kings, New York, Queens and Richmond) is [redacted]. The additional fee for each county outside New York City is [redacted]
5. Make checks are payable to the "Department of State".
6. All checks over [redacted] must be certified.

For Office Use Only

[redacted]

NY012-11/01/2021 Wolters Kluwer Online

Filed with the NYS Department of State on 11/03/2022
Filing Number: [redacted]

New York State Department of
Taxation and Finance
Sales Tax Registration
W A Harriman Campus
Albany NY 12227-0865

20114723923200-AP00

[redacted]

New York State Department of Taxation and Finance

Certificate of Authority

Identification number

[redacted]

(Use this number on all returns and correspondence)

VALIDATED

11/25/2020

Dept of Tax and Finance

[redacted]

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

4020109100098

1DB8 - 3320635 P0000321 - 01

DTF-17-A (11/14)

New York State Department of Taxation and Finance
Important Notice Regarding Liability for Sales and Use Taxes

Did you know?

- The attached *Certificate of Authority* is evidence that you are authorized to collect sales and use tax. You must prominently display it at your place of business. If you do not have a regular place of business, you must attach the certificate to your cart, stand, truck, etc. Failure to properly display a validated *Certificate of Authority* can result in a $50 penalty.
- As a registered vendor, you must file timely sales tax returns and remit any sales and use taxes collected or owed. You must file a sales tax return even if you are not conducting business and do not owe any sales or use tax.
- You must file returns until you advise us that your business is sold or discontinued, and you return your *Certificate of Authority*. (See *Step 1*, *Step 2*, and *Step 3* below for important information regarding the sale or discontinuance of your business.)
- Certain registered vendors can Web File returns at *www.tax.ny.gov*. You may also download forms from this Web site.
- All sales and use taxes collected or required to be collected must be reported and remitted for the period in which the transaction takes place. Failure to file returns and remit taxes when due will result in the assessment of penalty and interest. The minimum penalty for failure to file a return on time is $50, even if no tax is due. If tax is due, additional penalty and interest charges will accrue.
- Change of business address – Use Form DTF-96, *Report of Address Change for Business Tax Accounts*, if you only want to report a change in the physical address or mailing address of your business. You may also change your address on our Web site.
- Change of other business information – Use Form DTF-95, *Business Tax Account Update*, to report a change of legal name or trade (DBA) name, officers' information, a Tax Department assigned ID number to a federal employer identification number (FEIN), or to report a change in business activity.
- **See Publication 750, *A Guide to Sales Tax in New York State*, and Publication 900, *Important Information for Business Owners*, for more information on filing requirements.**

Need help?

Internet access: *www.tax.ny.gov*
Sales tax information: (518) 485-2889
Forms and publications: (518) 457-5431

Text telephone (TTY) hotline : (518) 485-5082
(for persons with hearing and speech disabilities using a TTY)

Notice: If you sell or discontinue your business, or change the form of your business, you are required to return this *Certificate of Authority* with the following information completed. Please follow the steps below:

Step 1 - Check the appropriate box below (box A, B, or C) and follow the instructions corresponding to the box checked.

A ☐ **Business sold** - You must give each prospective purchaser a copy of Form TP-153, *Notice to Prospective Purchasers of a Business or Business Assets*, if you intend to sell your business or any of your business assets including tangible, intangible, or real property other than in the ordinary course of business. You must also provide the following information:

Last day of business (if applicable): / /	Date of sale: / / Sale price:
Name and address of purchaser:	
Name and address of business:	
Location of property:	
Was sales tax collected on any taxable items (furniture, fixtures, etc.) included in the bulk sale? ☐ Yes ☐ No	

B ☐ **Business discontinued** - Give the reason for discontinuing business (insolvent, deceased, dissolution, etc.): _____
If any business assets are sold as a result of the business being discontinued, you must follow the instructions and provide the information requested in box A concerning the sale.

C ☐ **Business form changed** (sole proprietor to partnership, partnership to corporation, etc.) - You must apply for a new *Certificate of Authority*. You may apply online or by filling out a new Form DTF-17, *Application to Register for a Sales Tax Certificate of Authority*, and mailing it to: NYS Tax Department, Sales Tax Registration Unit, W A Harriman Campus, Albany NY 12227-0865.

Step 2 - You must file a final return within 20 days of the last day of business or change in status. Be sure to check the final return box on the front of the return. The return should include the tax due from business operations to the last day of business as well as any tax collected on assets that you sell. Attach statements indicating tax received and remitted for each category and, for a bulk sale, items on which tax was not collected. Attach your *Certificate of Authority* to your final return, and mail both to the appropriate address listed. **Any person who fails to surrender a *Certificate of Authority*, or a *Temporary Certificate of Authority*, as required by the Tax Law, may be subject to the criminal penalties prescribed by section 1817 of the Tax Law.**

Step 3 - I certify that the above statements are true and correct. I make these statements with the knowledge that knowingly making a false or fraudulent statement on this document is a misdemeanor under section 1817 of the Tax Law and section 210.45 of the Penal Law, punishable by imprisonment for up to a year and a fine of up to $10,000 for an individual or $20,000 for a corporation. I understand that the Tax Department is authorized to investigate the accuracy of any information entered on this form.

Signature *(provide title and relationship)*	Date
Type or print the name that appears in the signature box	

402020910098

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: American Traffic Solutions, Inc.

Address: [redacted]

City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name Brian
Last Name Koehn
MI Suffix
Address [redacted]
City State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country US
Position Assistant Treasurer

First Name Craig
Last Name Conti
MI Suffix
Address [redacted]
City State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country US
Position Chief Financial Officer and Treasurer

First Name David
Last Name Roberts
MI Suffix

Address [redacted]
City
State/Province/ Territory: [redacted]
Zip/Postal Code: [redacted]
Country US
Position CEO

[redacted]

First Name Ronald
Last Name Hazen
MI
Suffix
Address [redacted]
City
State/Province/ Territory: [redacted]
Zip/Postal Code: [redacted]
Country US
Position VP for Verra Mobility Electrical Enterprises, Inc.

[redacted]

First Name Christopher
Last Name Renzi
MI
Suffix
Address [redacted]
City
State/Province/ Territory: [redacted]
Zip/Postal Code: [redacted]
Country US
Position VP, National Construction

[redacted]

First Name Kristen
Last Name Young
MI
Suffix
Address [redacted]
City
State/Province/ Territory: [redacted]
Zip/Postal Code: [redacted]
Country US
Position Secretary

[redacted]

First Name Jon
Last Name Keyser
MI
Suffix
Address [redacted]
City
State/Province/ Territory: [redacted]
Zip/Postal Code: [redacted]

Country US
Position Director of Redflex Traffic Systems

First Name Jon
Last Name Baldwin
MI Suffix
Address [redacted]
City State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country US
Position Executive Vice President

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

VM Consolidated, Inc.
[redacted]

*American Traffic Solutions, Inc. (DBA Verra Mobility) is wholly owned by VM Consolidated, Inc. The ultimate parent entity, Verra Mobility Corporation, is a publicly traded company listed on Nasdaq, a copy of the 10k of Verra Mobility Corporation is attached.

For the most recent 10K, please follow the following link-
https://www.sec.gov/ix?doc=/Archives/edgar/data/1682745/000095017024023271/vrrm-20231231.htm

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

See attached entity organizational chart which reflects affiliated entities in the Verra Mobility corporate family.

4 File(s) uploaded: 2024 0624 VRRM Org Chart.pdf, 2024 1231 Verra Mobility Org Chart (002).pdf, Copy of Copy of Entity list 10.2024.xlsx, Verra-Mobility-Entity-Org-Chart.pdf

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements.

The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

n/a

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

n/a

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Rhett Jacobson [redacted]

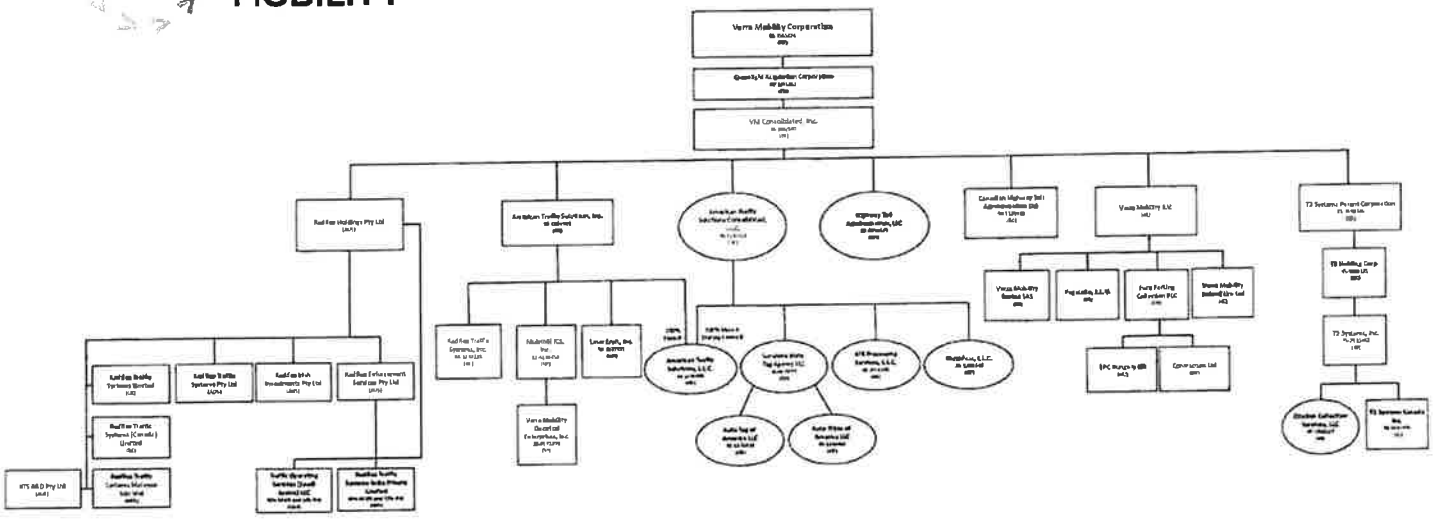
Dated: 10/20/2025 02:21:12 pm

Title: Manager, Contracts

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

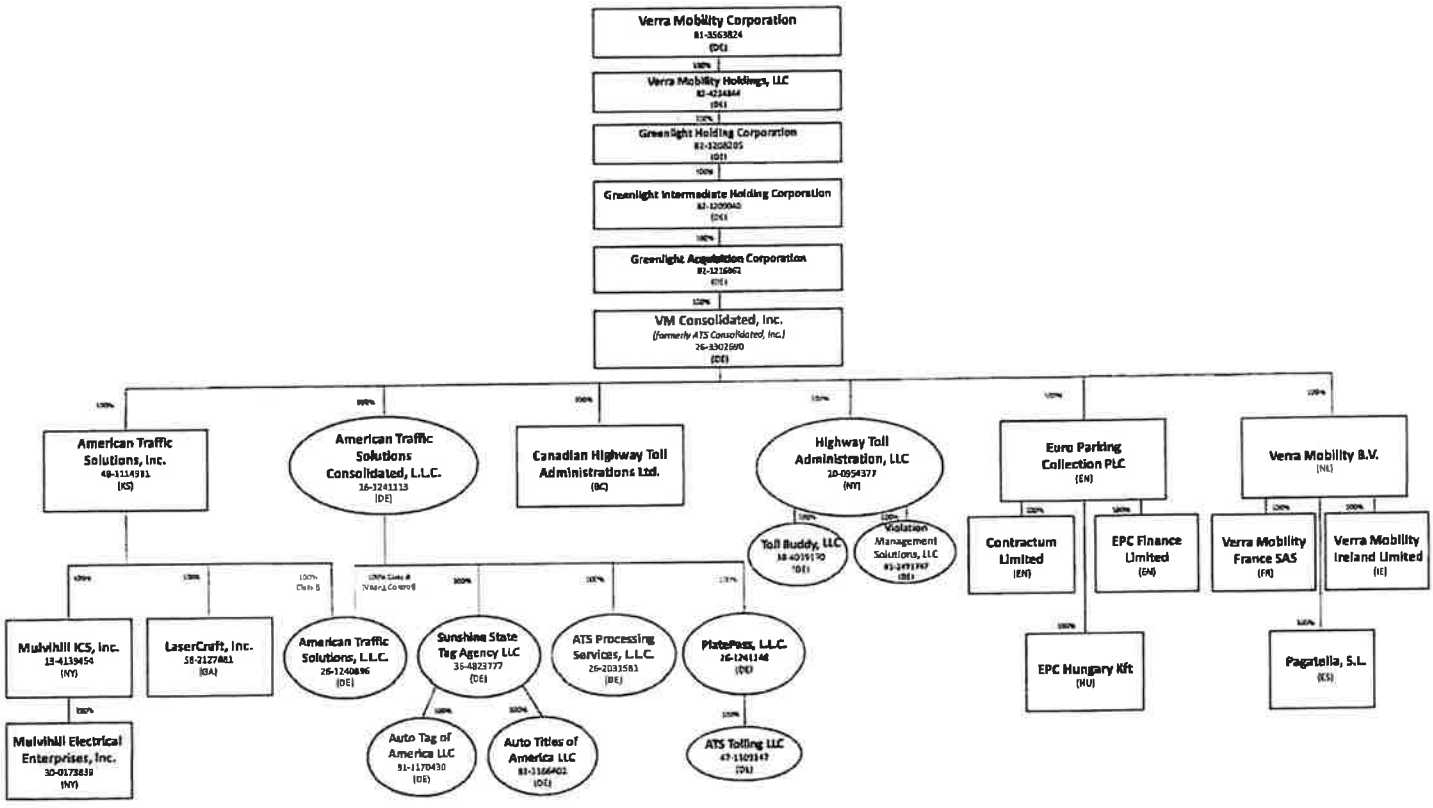
Verra Mobility org chart as of 6/24/24

VERRA MOBILITY


Verra Mobility Corporation
VM Consolidated, Inc.
Redflex Holdings Pty Ltd
Redflex Traffic Systems Pty Ltd
Redflex Traffic Systems (Canada) Limited
RTS AUS Pty Ltd
Redflex Investments Pty Ltd
Redflex Enforcement Services Pty Ltd
Australian Traffic Solutions, Inc.
Redflex Traffic Systems, Inc.
Multinivil SCL
Verra Mobility Holdings, LLC
American Traffic Solutions, LLC
Sensys Gatso Holdings B.V.
Gatso USA LLC
Gatso Group of Companies LLC
Gatso Group of Companies LLC
Gatso Group of Companies

Entity Name	Domestic Jurisdiction	Business Unit
American Traffic Solutions Consolidated, L.L.C.	Delaware	[redacted]
American Traffic Solutions, Inc.	Kansas	
American Traffic Solutions, L.L.C.	Delaware	
ATS Processing Services, L.L.C.	Delaware	
ATS Tolling LLC	Delaware	
Auto Tag of America LLC	Delaware	
Auto Titles of America LLC	Delaware	
CANADIAN HIGHWAY TOLL ADMINISTRATION LTD.	British Columbia	
Citation Collection Services, LLC	Indiana	
Contractum Ltd	England & Wales	
EPC Finance Limited	England & Wales	
EPC Hungary Kft	Hungary	
Euro Parking Collection PLC	England & Wales	
Fourlev Limited	Israel	
Greenlight Acquisition Corporation	Delaware	
Greenlight Holding Corporation	Delaware	
Greenlight Intermediate Holding Corporation	Delaware	
Highway Toll Administration, LLC	New York	
LaserCraft, Inc.	Georgia	
Mulvihill ICS, Inc.	New York	
Pagatelia, S.L.U.	Spain	
PlatePass, L.L.C.	Delaware	
Redflex Enforcement Services Pty Ltd	Victoria	
Redflex Guardian, Inc.	Delaware	
Redflex Holdings Pty Ltd	Victoria	
Redflex Irish Investments Pty Ltd	Victoria	
Redflex Pty Ltd	Victoria	
Redflex Traffic Pty Ltd	Victoria	
Redflex Traffic Systems (California), Inc.	California	
Redflex Traffic Systems (Canada) Limited	British Columbia	
Redflex Traffic Systems India Private Limited	India	
Redflex Traffic Systems Limited	United Kingdom	
Redflex Traffic Systems Malaysia Sdn. Bhd.	Malaysia	

Redflex Traffic Systems Pty Ltd	Victoria	[redacted]
Redflex Traffic Systems, Inc.	Delaware	
Road Safety Operations Holdings Unlimited	Ireland	
RTS R&D Pty Ltd	Victoria	
Sunshine State Tag Agency LLC	Delaware	
T2 Holding Corp.	Delaware	
T2 Systems Canada Inc.	British Columbia	
T2 Systems Parent Corporation	Delaware	
T2 Systems, Inc.	Indiana	
Toll Buddy, LLC	Delaware	
Traffic Operating Services (Saudi Arabia) LLC	Saudi Arabia	
Transtoll Pty Ltd	Victoria	
United Public Safety, Inc.	Pennsylvania	
Verra Mobility B.V.	Netherlands	
Verra Mobility Corporation	Delaware	
Verra Mobility Electrical Enterprises, Inc.	New York	
Verra Mobility France SAS	France	
Verra Mobility Holdings, LLC	Delaware	
Verra Mobility Ireland Limited	Ireland	
Violation Management Solutions, LLC	Delaware	
VM Consolidated, Inc.	Delaware	


Verra Mobility Corporation
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Verra Mobility Holdings, LLC
82-4214844
(DE)
Greenlight Holding Corporation
82-1208205
(DE)
Greenlight Intermediate Holding Corporation
82-1209045
(DE)
Greenlight Acquisition Corporation
82-1216962
(DE)
VM Consolidated, Inc.
(formerly ATS Consolidated, Inc.)
26-3302690
(DE)
American Traffic Solutions, Inc.
48-1114981
(KS)
American Traffic Solutions Consolidated, L.L.C.
36-4241113
(DE)
Canadian Highway Toll Administrations Ltd.
(BC)
Highway Toll Administration, LLC
20-0954377
(NY)
Euro Parking Collection PLC
(EN)
Verra Mobility B.V.
(NL)
Toll Buddy, LLC
(DE)
Violation Management Solutions, LLC
(DE)
Contractum Limited
(EN)
EPC Finance Limited
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Verra Mobility France SAS
(FR)
Verra Mobility Ireland Limited
(IE)
Mulvihill ICS, Inc.
13-4139454
(NY)
LaserCraft, Inc.
58-2127881
(GA)
American Traffic Solutions, L.L.C.
26-1240896
(DE)
Sunshine State Tag Agency LLC
36-4823777
(DE)
ATS Processing Services, L.L.C.
26-2031581
(DE)
PlatePass, L.L.C.
26-1241144
(DE)
EPC Hungary Kft
(HU)
Pagatella, S.L.
(ES)
Mulvihill Electrical Enterprises, Inc.
30-0173839
(NY)
Auto Tag of America LLC
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Auto Titles of America LLC
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ATS Tolling LLC
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Verra Mobility org chart as of 6/24/24

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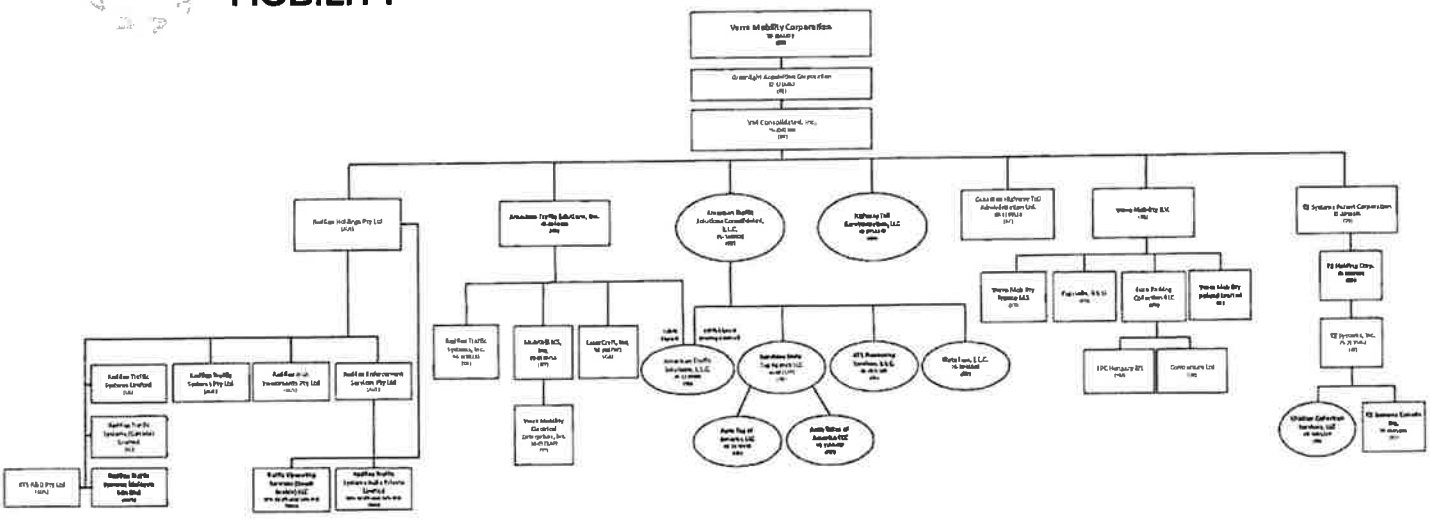

Ownership is 100% unless noted

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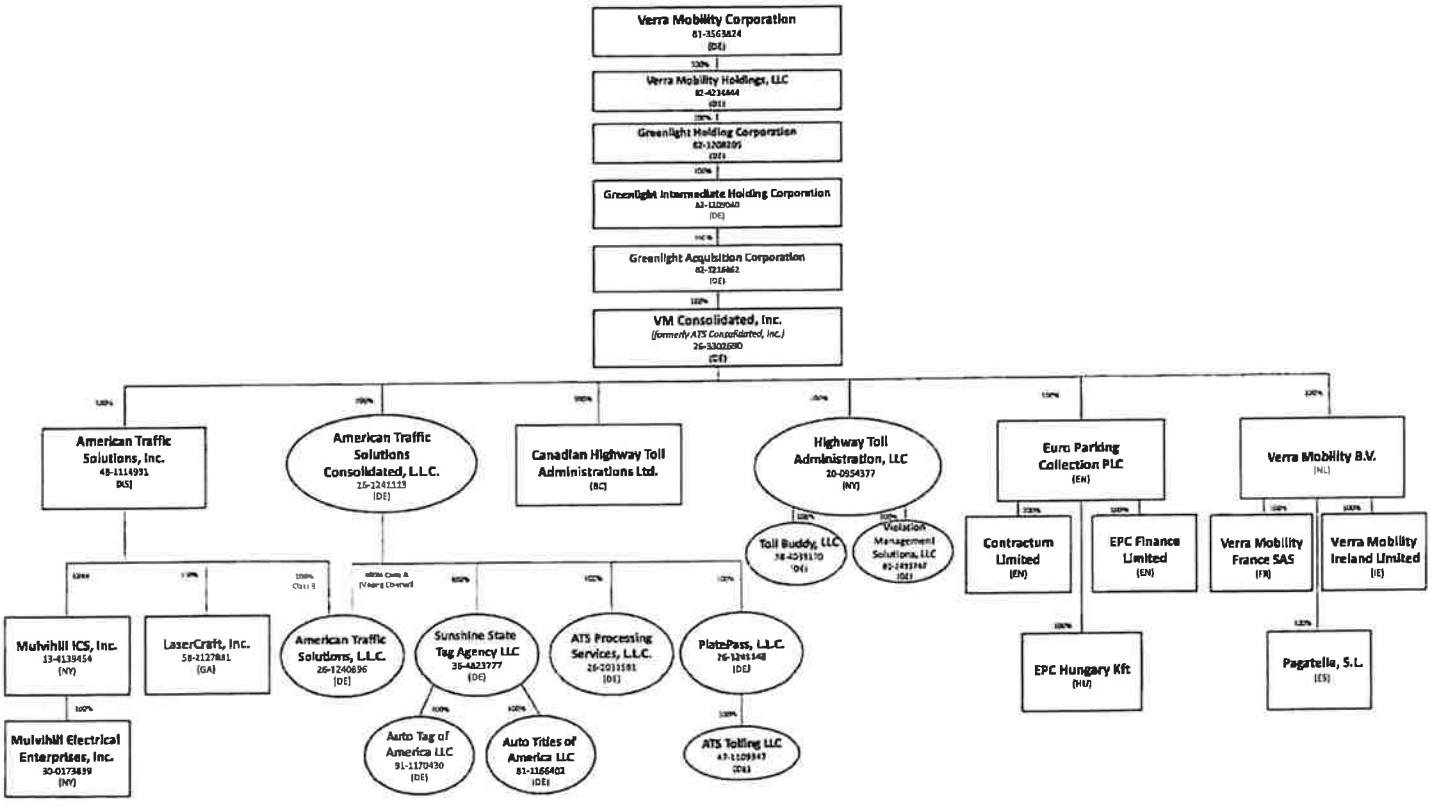
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EPC Hungary Kft
(HU)
Pagatella, S.L.
(ES)
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Auto Tag of America LLC
91-1170430
(DE)
Auto Titles of America LLC
81-1166402
(DE)
ATS Tolling LLC
82-1209843
(DE)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2023

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____.

Commission File Number 001-37979

VERRA MOBILITY CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	**81-3563824**
(State of Incorporation)	*(I.R.S. Employer Identification No.)*
1150 North Alma School Road Mesa, Arizona	**85201**
(Address of Principal Executive Offices)	*(Zip Code)*

(480) 443-7000

(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

(Title of Each Class)	*(Trading Symbol)*	*(Name of Each Exchange on Which Registered)*
Class A Common Stock, par value $0.0001 per share	**VRRM**	**Nasdaq Capital Market**

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant on June 30, 2023, computed by reference to the closing price reported on the Nasdaq Capital Market on such date was $3,271,177,915 (165,881,233 shares at a closing price per share of $19.72).

As of February 23, 2024, the registrant had 166,020,564 shares of Class A Common Stock, par value $0.0001 per share, issued and outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's proxy statement to be filed in connection with its annual meeting of stockholders to be held May 21, 2024 are incorporated by reference into Part III of this Form 10-K.

VERRA MOBILITY CORPORATION

FORM 10-K

For the Fiscal Year Ended December 31, 2023

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As used in this Annual Report on Form 10-K ("***Annual Report***"), the terms "Verra Mobility," the "Company," "we," "us," or "our" refer to Verra Mobility Corporation and its consolidated subsidiaries.

PART I

Item 1. Business

Overview

We are a leading provider of smart mobility technology solutions, principally operating throughout the United States, Australia, Europe and Canada. We make transportation safer, smarter and more connected through our integrated, data-driven solutions, including toll and violations management, title and registration services, automated safety and traffic enforcement and commercial parking management. We bring together vehicles, hardware, software, data and people to solve transportation challenges for customers around the world, including commercial fleet owners such as rental car companies ("***RACs***"), direct commercial fleet owner-operators ("***Direct Fleets***") and fleet management companies ("***FMCs***"), as well as governments, universities, parking operators, healthcare facilities, transportation hubs and other violation-issuing authorities.

Segments

Our solutions are offered through three segments: (i) Commercial Services, (ii) Government Solutions and (iii) Parking Solutions.

Commercial Services

Our Commercial Services segment generated approximately $372.8 million in revenue for 2023, or approximately 45.6% of our total revenue. We believe that our Commercial Services segment is a market-leading provider of automated toll and violations management and title and registration solutions to RACs, Direct Fleets, FMCs and other large fleet owners in North America. In Europe, our Commercial Services segment provides violations processing through Euro Parking Collection plc and consumer tolling services through Pagatelia S.L.U. We have long-standing relationships with, among others, the three largest RACs in the United States, Avis Budget Group, Enterprise Mobility and The Hertz Corporation. We also have relationships with key European RACs and the five largest FMCs in the United States. Through our established relationships with individual tolling authorities throughout the United States, we provide an automated and outsourced administrative solution for our customers while also providing a value-added convenience for vehicle drivers and benefits to tolling and issuing authorities. Our toll and violations management solutions help ensure timely payment of tolls and violations incurred by our customers' vehicles and perform timely transfers of liability on our customers' behalf, and driver billing and collections, as applicable. We also manage regional toll transponder installation and vehicle association—a critical and highly complex process for RAC, Direct Fleet and FMC customers—to ensure that the transponders (and corresponding toll transactions) are associated with the correct vehicle.

Government Solutions

Our Government Solutions segment generated approximately $358.4 million in revenue for 2023, or approximately 43.9% of our total revenue. We believe our Government Solutions segment is a market-leading provider of automated safety solutions in the United States, Canada and Australia to state and local governments. In the United States, we provide government agencies with road safety cameras to detect and process traffic violations for red-light, speed, school bus, work zone and city bus lanes. Our proprietary hardware and software technologies provide government agencies the information, data and automated end-to-end administrative capabilities to enforce traffic violations through photo enforcement. On behalf of our customers, we install, maintain and manage automated safety solution hardware and software that processes event data, applies customer specific rules and connects a traffic violation to the responsible driver or vehicle owner. Additionally, upon law enforcement's determination that a violation has occurred, we offer an "end-to-end" solution to manage the citation mailing, billing and other administrative tasks on behalf of our customers. For many international customers, we design, engineer and maintain roadside photo enforcement technology, including both hardware and software, which is sold or licensed to government agencies and often maintained with maintenance contracts to support the technology.

Parking Solutions

Our Parking Solutions segment, formed after our acquisition of T2 Systems Parent Corporation ("***T2 Systems***") in December 2021, generated approximately $86.1 million in revenue for 2023, or approximately 10.5%

of our total revenue. T2 Systems is a North American leader of end-to-end commercial parking management solutions. This segment serves approximately 2,000 customers in the university, municipal, healthcare and commercial operator

markets. Our proprietary software, transaction processing and hardware technologies provide our customers with solutions to manage and monetize their parking and enforcement operations. In 2023, we processed over 162 million transactions using our various parking solutions systems, including parking access and revenue control, single- and multi-space pay stations, integrated physical and mobile payments, back-office parking rate management, permit issuance and management, online citation payment, event parking, and back-office management of violations.

Markets and Competition

Although we face strong competition in all of the markets in which we operate, there is no single competitor that provides a similarly broad suite of solutions across our business segments. In our Government Solutions segment, we face competition in certain automated safety solutions from other vendors in red-light, school bus, speed and bus lane photo enforcement. In our Commercial Services segment, we face competition from both our own customers, who may choose to invest in their own internal solutions, and vendors offering or seeking to offer new technologies or financial models. In Parking Solutions, we face competition from a variety of competitors in our markets in the United States and Canada.

Automated Safety

As cities and municipalities wrestle with the evolving challenges of managing traffic congestion, road safety and accessible transportation networks, automated enforcement solutions continue to serve as an effective tool for comprehensive safety and mobility initiatives. In 2022, the Governors Highway Safety Association concluded that the expanded use of automated enforcement is essential to reversing the tragic increase in deaths and injuries on the nation's roadways, and found automated enforcement to be an effective tool for law enforcement and other agencies. Furthermore, the U.S. Department of Transportation issued a report in 2022 stating that automated enforcement can provide significant safety benefits and save lives. Programs like Vision Zero, a collaborative campaign helping communities towards their goals of eliminating all traffic fatalities and severe injuries across most major U.S. cities and around the world, are driving capital investment to make meaningful strides in traffic safety. In New York City, fixed camera locations yielded a 73% average reduction in dangerous speeding, according to the New York City's Automated Speed Enforcement Program 2022 Report.

Public attention given to traffic safety issues for drivers, pedestrians, children, bicyclists and law enforcement is increasing and smart technology solutions have emerged as an effective and cost-neutral method to address traffic safety issues. Furthermore, automated safety systems have the potential to free up law enforcement resources to allow law enforcement to address other pressing community issues. We believe that as public focus intensifies, the demand for our Government Solutions offerings will grow as well, and that we are positioned to take advantage of these opportunities.

Tolling

The tolling industry is highly fragmented and complex, as it is comprised of more than 130 tolling operators with specific coverage regions and disparate technology platforms, processing requirements and business rules. We believe that as state and local governments fund a growing list of infrastructure, maintenance and construction projects, there will be an increase in the number of toll roads, including new express and high occupancy lanes in urban areas. We expect this trend will also increase utilization of dynamic tolling, which allows toll rates to fluctuate based on traffic trends and real-time congestion. In addition, approximately 67% of toll roads in the United States are cashless or all-electronic payment. We believe that these trends create sizable opportunities for us to expand our tolling market presence while developing relationships with tolling authorities.

Commercial Fleet

Our Commercial Services customers consist of RACs, Direct Fleets, FMCs and other large fleet owners. The approximately $38.3 billion United States RAC industry is highly consolidated, with three companies—with which we have long-standing relationships—accounting for a significant majority of United States RAC revenues in 2023. We believe that the above-mentioned trends toward the use of toll roads additionally create significant opportunities for us to expand our fleet market presence while developing relationships with both new and existing RACs, Direct Fleets, FMCs, and other fleet consumers.

Parking

The parking industry consists of a highly fragmented mix of end customers, including universities, municipalities, private operators, healthcare providers and airports, among other industries. These customers each have different parking needs such as off-street parking, on-street parking, permits, transaction processing, enforcement and consumer engagement. T2 Systems has customer relationships with approximately 35% of higher education institutions in its target tiers, according to internal analysis. The broader parking market in which T2 System's operates—North American municipalities, universities and healthcare providers—represents up to a $4 billion market according to a 2021 market estimate. Parking Solutions market participants are struggling to attract and retain labor and consumers are increasingly willing to adopt mobile solutions to simplify their transportation needs, creating market opportunities to advance self-service options. We believe that technology solutions that provide mobile-first, self-service offerings improve operational efficiency by reducing reliance on parking-related labor. Such commercial models reduce up-front costs to address market needs and establish a long-term operating model.

Products

Commercial Services

Toll management solutions

We provide fully outsourced toll management solutions for our fleet owner customers, including RACs, Direct Fleets and FMCs, while also providing a value-added convenience for vehicle drivers via our established relationships and integrations with more than 50 individual tolling authorities throughout the United States. This comprehensive network provides RAC, Direct Fleet and FMC drivers the convenience of using cashless and all-electronic tolls. Additionally, this service helps prevent the liability and business disruption of costly toll violations incurred by vehicles owned by RAC, Direct Fleet and FMC customers and eliminates their need to manage a nationwide program internally. Our proprietary software technology and hardware allow us to effectively match a toll to the specific RAC, Direct Fleet or FMC vehicle and driver so that the toll can accurately and reliably be billed and collected on behalf of, or directly from, the RAC, Direct Fleet or FMC. Toll management solutions accounted for approximately 40.4% of our 2023 total revenues.

Violations management solutions

Our violations management solutions process violations incurred by the drivers of RAC, Direct Fleet and FMC vehicles by working with more than 8,700 domestic violation-issuing authorities (more than 400 of which we are directly integrated with) to either pay the fine on behalf of the vehicle owner (for which we are able to bill the driver) or to transfer liability directly to the vehicle driver. Vehicle-issued violations include parking and photo enforcement violations. In Europe, we specialize in the identification, notification and collection of unpaid traffic, parking and public transport related fees, charges and penalties issued to foreign registered vehicles or persons on behalf of issuing authorities in 18 European countries. Violation management solutions accounted for approximately 4.6% of our 2023 total revenues.

Title and registration solutions

Our title and registration solutions provide RAC, Direct Fleet and FMC customers with an integrated, end-to-end solution for managing vehicle titles and registrations and annual renewals. We provide automated title and registration solutions by leveraging connections with individual departments of motor vehicles for title and registration processing in 19 states. Title and registration solutions accounted for approximately 0.6% of our 2023 total revenues.

Government Solutions

We serve as a value-add partner to government agencies by providing photo enforcement solutions that promote road safety and help reduce traffic violations. We work with our customers to identify problematic traffic areas and install, maintain and manage the technology platform needed to capture images or videos of drivers committing traffic violations. Red-light cameras are placed at intersections to capture vehicles illegally running red lights. Similarly, speed safety cameras are used to capture vehicles exceeding posted speed limits, either on a fixed basis or in a mobile platform, and often in school zones or work zones. School bus safety cameras are fixed to the

side of buses to capture vehicles passing school buses with extended stop arms. Finally, bus lane cameras are designed to capture vehicles illegally driving or parking in restricted bus lanes.

For customers of our end-to-end solutions, we automatically send captured events to the designated enforcement agency of the customer, where an authorized individual determines if a violation occurred. Direct service revenue from red-light cameras, speed cameras, school bus cameras and city bus lane cameras accounted for approximately 39.6% of our 2023 total revenues. Other segment service revenue consists primarily of ancillary revenue streams, which comprised 2.5% of total revenue. Product sales to customers are not recurring and are dependent on our customers' needs, and account for 1.8% of total revenue for 2023.

Parking Solutions

Parking Access and Revenue Control

Our Parking Access and Revenue Control ("***PARCS***") technology solutions include both software and hardware offerings which work in concert to help our customers manage their gated, gateless and license plate recognition-based parking lot and parking garage needs. As of December 31, 2023, we installed over 2,800 PARCS lanes. Our related software is the industry's original hosted parking management software, which allows management of our customers' PARCS solutions from a computer or mobile device.

UNIFI Mobile

Our UNIFI Mobile offering was launched in December 2023 to enhance the efficiency of processing parking-related transactions for parking operators and end-users. UNIFI Mobile is a unified, mobile-first and web-enabled platform for various parking-related transactions, including parking session payments, permit purchases, citation payments and account management. The first two offerings as part of UNIFI Mobile's suite of apps included Scan & Pay and Tempo, both of which were launched in December 2023. Scan & Pay allows operators to print a QR code on parking citations for end-users to scan and pay, and Tempo is an application for end-users to efficiently and conveniently purchase parking sessions from parking operators.

Pay Stations

Our pay stations hardware technology has interoperability with over 155 third-party systems, as well as our PARCS and parking enforcement solutions. They are powered by a highly configurable and data driven software technology which supports the enforcement, mobile payments, and back-office and accounting needs of our customers. Our fleet of pay stations hardware exceeded 15,600 units at December 31, 2023.

Permits & Enforcement

Our Permits & Enforcement software technology solutions allow our customers to control who is parking in their facilities and when and where drivers can park using physical or virtual permits, allowing customers to control traffic and maximize their parking-related revenues. This technology also provides enforcement officers with real-time information and custom notifications on their enforcement devices. Citations management features also help to organize fine escalations and notification letters to parking violators.

Intellectual Property

We rely on a combination of patents, trademarks, trade secrets, copyrights and confidentiality agreements to protect our intellectual property. We take steps to protect new intellectual property to safeguard our ongoing technological innovations and strengthen our brand, and believe we take appropriate action against infringement or misappropriation of our intellectual property rights by others. We regularly review third-party intellectual property rights to help avoid infringement, and to identify strategic opportunities.

Our general policy is to seek patent protection for our inventions likely to be incorporated into our products and services or where obtaining such proprietary rights will improve our competitive position. We own approximately 88 U.S.- and foreign-issued patents and pending patent applications, including patents and rights to patent applications acquired through strategic transactions, which relate to various aspects of our products and technology. Our patent portfolio evolves as new patents are awarded to us and as older patents expire. Patents expire at various dates, generally 20 years from their original filing dates. While we believe that our portfolio of patents and applications has value, in

general no single patent is essential to our business or any individual segment. In addition, any of our proprietary rights could be challenged, invalidated or circumvented, or may not provide significant competitive advantages.

Our business relies on both internally developed and externally licensed software, as well as internally, externally and co-developed hardware, to operate and provide our systems and deliver our services. We claim copyright on all internally developed software. We generally rely on common law protection for our copyrighted works. In addition, we rely on maintaining source code confidentiality to assure our market competitiveness. With respect to externally sourced software and hardware, we rely on contracts to retain our continued access for our business usage. From time to time, these agreements may expire or be subject to renegotiation.

We have approximately 220 registrations and pending applications in the United States and foreign jurisdictions for trademarks and service marks, reflecting our many products and services. These registrations and applications include our historic and acquired brands, as well as "Verra Mobility." These marks may have a perpetual life, subject to periodic renewal and may be subject to cancellation or invalidation based on certain use requirements and third-party challenges, or on other grounds. We vigorously enforce and protect our marks.

Government Regulation

We are subject to various local, state and national laws, regulations and administrative practices regulating matters such as data privacy, photo enforcement, consumer protection, procurement, licensing requirements, anti-corruption, equal employment, minimum wages, workplace health and safety, human rights and the environment, among others. Our operations are subject to regulation by various U.S. federal agencies, including the U.S. Department of Transportation, ("***USDOT***"), the Federal Trade Commission, ("***FTC***"), the Federal Communications Commission, the Consumer Product Safety Commission and the Environmental Protection Agency. We are also subject to laws, regulations and administrative practices addressing many of these same matters in Europe, Australia, Canada and New Zealand, including those specifically relating to accessing and use of information obtained from vehicle licensing authorities, traffic enforcement and collections and financial and banking regulations.

Privacy and Data Security

As part of our business, we collect, receive, process, use, transmit, disclose, and retain information relating to identifiable individuals ("***personal information***") and, therefore, are subject to various laws protecting privacy and security of personal information, including but not limited to the U.S. Driver Privacy Protection Act, the General Data Protection Regulation (the "***GDPR***") in the European Union (the "***E.U.***"), the Data Protection Act of 2018 and the GDPR in the United Kingdom, the Canadian Personal Information Protection and Electronic Documents Act, the Australia Privacy Act of 1988, New Zealand's Privacy Act of 2020, the California Consumer Privacy Act, as amended (the "***CCPA***"), and other national and state privacy laws. We are also subject to similar restrictions and audit requirements pursuant to our contracts with the organizations from which we gain access to personal information, such as departments of motor vehicles and the National Law Enforcement Telecommunications System. Privacy laws and regulations are constantly evolving and changing, are subject to differing interpretations and may be inconsistent among countries and state and local jurisdictions, or conflict with other rules.

As we expand our operations in foreign countries, or as U.S. federal or state law changes, our liability exposure and the complexity and cost of compliance with data and privacy requirements will increase. Laws and practices regarding handling and use of personal and other information by companies have also come under increased public scrutiny, and governmental authorities, consumer agencies and consumer advocacy groups have called for increased regulation and changes in industry practices.

Photo Enforcement

Automated photo enforcement camera programs in the United States are typically regulated at the state and local level. In 2023, 21 bills were enacted at the state-level to authorize, expand or positively reform automated photo enforcement programs. In general, photo enforcement is administrated by state, provincial or local government agencies, under either state enabling legislation or under home rule authority established under the relevant state

constitution. Where enabling legislation is not required, local ordinances impose further restrictions within a given jurisdiction.

In connection with the installation of photo enforcement systems, we or our customers routinely obtain permits from various permitting authorities. As a government contractor providing photo enforcement services directly or through subcontractors (including design, engineering, construction, installation, and maintenance) in various locations throughout the United States and internationally, we are at times required to obtain licenses regarding general contracting, performance of engineering services, performance of electrical work, performance of private investigative work and processing license plate and related personal information. We periodically receive notices from regulatory authorities regarding these matters and inquiring as to our compliance with the applicable state, local and foreign laws and regulations. In addition, our foreign photo enforcement programs are subject to regulation in the various countries in which we operate.

Tolling

We are also subject to state and local regulations with respect to tolling. Over the past few years, bills have been introduced in multiple states to limit whether and how much RACs can charge their customers for the use of a toll transponder, limit the administrative penalties and fees that can be assessed for processing tolls, and/or impose increased disclosure requirements on RACs with respect to tolling or violation processing fees. In addition, there has been an increase in interest and greater focus on RAC tolling programs from state Attorneys General related to tolling issues from a consumer protection perspective.

Government Contracting

Our Government Solutions customers are typically government agencies, and our operations within this segment are therefore subject to various laws pertaining to procurement, gifts and entertainment, payments of commissions and contingency fees, conflicts of interest, licensing and permitting requirements and other matters. These laws are overseen by different government agencies, depending on the jurisdiction, including departments of procurements services, contracting offices and offices of inspector general.

To successfully navigate this complex statutory and regulatory landscape, we have a dedicated government relations team that works with national, state and local policymakers, often with the help of lobbyists and consultants, to track and help support favorable camera-enforcement safety and toll-related legislative outcomes. Through this network, we have a presence in most states in which our Government Solutions and Commercial Services segments do business. These lobbying activities are subject to state and local regulations and registration requirements.

We believe we are in substantial compliance with the laws and regulations that regulate our business. There are, however, significant uncertainties involving the application of various legal requirements, the violation of which could result in, among other things, fines, penalties, revocation of permits or licenses, cessation of operations in a given jurisdiction and other adverse consequences. See "*Risk Factors*" for a discussion of our regulatory risks.

Human Capital Management

Our employees are critical to our success as a leading provider of smart mobility solutions. To continue delivering high-quality solutions to our customers and succeed in our highly competitive and rapidly evolving market, it is critical that we continue to attract, retain and develop diverse groups of talented individuals at all levels of our organization.

As of December 31, 2023, we had 1,788 employees, comprised of 1,581 full-time employees and 207 part-time employees. Of our full-time employees, 1,187 were located in the United States and 394 were located internationally. None of our employees are represented by a labor union or covered by a collective bargaining agreement, except for our 26 employees in Staten Island, New York. We believe our relations with our employees are good, and we have not experienced a strike or other significant work stoppage.

Talent Acquisition and Development

Our success depends upon attracting, retaining and developing a diverse group of talented individuals who possess the knowledge and skills necessary to support our business objectives, assist in the achievement of our strategic goals, contribute their own unique perspective and skill set and create long-term value for our stockholders. We have implemented purposeful hiring strategies that include opportunities for internal mobility and promotion and an employee referral program, both of which we believe will further strengthen our growing employee base and promote retention. We have a multifaceted talent development framework that includes functional training, management training and targeted development programs. We also develop our employees through an annual performance review and assessment process that incorporates a dual-performance rating system and provides each employee with concrete, actionable feedback that will enable them to succeed.

Compensation and Benefits

Our compensation programs are designed to align the compensation of our employees with the performance of the Company and the individual employee, and to provide a compensation package that will attract, retain, motivate and reward employees to achieve superior results. The structure of our compensation programs balances incentives for both short-term and long-term performance. In addition to cash compensation, we offer employees benefits such as health (medical, dental and vision) insurance, health savings accounts, flexible spending accounts, life insurance, accident insurance, paid time off, paid parental leave and a company-sponsored 401(k) plan, and related benefits for non-U.S. employees. For key leadership positions, we also provide compensation packages that include annual incentive bonuses and long-term equity awards.

Employee Engagement

We seek employees who collaborate and value differences, think and act globally, foster an engaging climate, and recognize and develop others. We engage and survey our employee population to gather insight, feedback, and data about employees' engagement, workplace experiences, and manager effectiveness. Survey results inform and support corporate, business unit, department, and team action plans, with the goal of enhancing workplace satisfaction and overall employee well-being and effectiveness.

Corporate Information

We were originally incorporated in Delaware on August 15, 2016, under the name "Gores Holdings II, Inc." ("***Gores***") as a special purpose acquisition company. On January 19, 2017, Gores consummated its initial public offering (the "***IPO***"), following which its shares began trading on the Nasdaq Capital Market ("***Nasdaq***"). On June 21, 2018, Gores entered into an Agreement and Plan of Merger (as amended, the "***Merger Agreement***") with Greenlight Holding II Corporation, PE Greenlight Holdings, LLC (the "***Platinum Stockholder***"), AM Merger Sub I, Inc., a direct, wholly owned subsidiary of Gores, and AM Merger Sub II, LLC, a direct, wholly owned subsidiary of Gores. On October 17, 2018, we consummated the transactions contemplated by the Merger Agreement (the "***Business Combination***") and we changed our name to "Verra Mobility Corporation." As a result of the Business Combination, Verra Mobility Corporation became the owner, directly or indirectly, of all of the equity interests of Verra Mobility Holdings, LLC and its subsidiaries.

Our principal executive office is located at 1150 North Alma School Road, Mesa, AZ 85201. Our telephone number is (480) 443-7000. Our website address is www.verramobility.com. The information on, or accessible through, our website does not constitute part of, and is not incorporated into, this Annual Report.

The trade names, trademarks, and service marks appearing in this Annual Report include registered marks and marks in which we claim common law rights, such as Verra Mobility and the Verra Mobility logo, all of which are our intellectual property. This Annual Report contains additional trade names, trademarks, and service marks of other companies that are the property of their respective owners. We do not intend our use or display of other companies' trade names, trademarks, or service marks to imply a relationship with, or endorsement or sponsorship of us, by these companies. We have omitted the ® and ™ designations, as applicable, for the trademarks used in this Annual Report.

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to reports filed pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), are filed with the SEC. We are subject to the informational requirements of the Exchange Act, and we file or furnish reports, proxy statements and other information with the SEC. Such reports and other information we file with the Securities and Exchange Commission (the "***SEC***") are available free of charge at http://ir.verramobility.com/financial-information/sec-filings when such reports become available on the SEC's website. The SEC maintains a website that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC at www.sec.gov. We periodically provide other information for investors on our corporate website, www.verramobility.com, and our investor relations website, ir.verramobility.com. This includes press releases and other information about financial performance, information on corporate governance and details related to our annual meeting of stockholders. The information contained on the websites referenced in this Annual Report is not incorporated by reference into this filing. Further, our references to website URLs are intended to be inactive textual references only.

Cautionary Note Regarding Forward-Looking Statements

The discussions in this Annual Report, as well as in our other filings with the SEC and other written and oral information we release, contain forward-looking statements within the meaning of federal securities laws. These forward-looking statements include, but are not limited to, statements concerning our future operating results and financial position, our strategy, expectations regarding demand and acceptance for our products, services and technologies, growth opportunities and trends in the markets in which we operate, future impacts to our business as a result of economic and market conditions, expected cost reductions, benefits and synergies related to our acquisitions and management's plans and objectives. The words "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "project," and "will," and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words.

We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements and you should not place undue reliance on them. Actual events or results could differ materially from the plans, intentions and expectations disclosed in the forward-looking statements that we make. These forward-looking statements involve risks and uncertainties that could cause our actual results to differ materially from those in the forward-looking statements, including, without limitation, the risks set forth in Part I, Item 1A, "Risk Factors" in this Annual Report and in our other filings with the SEC. Forward-looking statements speak only as of the date they are made, and we do not undertake to update these statements other than as required by law.

Item 1A. Risk Factors

Risk Factor Summary

Investing in our common stock involves a high degree of risk. In addition to the other information set forth in this Annual Report, you should carefully consider the following factors, which could materially affect our business, financial condition and results of operations in future periods. The risks described below are not the only risks we face. Additional risks not currently known to us may adversely affect our business, financial condition or results of operations in future periods.

Risks Related to Our Customers, Industry and Competition

- Our Commercial Services and Government Solutions segments have customer concentration that could have a material adverse effect on our business.
- Our government contracts are subject to unique risks and uncertainties, including termination rights, delays in payment, audits and investigations, any of which could have a material adverse effect on our business.
- Any decreases in the prevalence or political acceptance of, or an increase in governmental restrictions regarding, automated and other similar methods of photo enforcement, the use of third-party tolling and violations processing service providers, the ability to charge service or other fees to customers for services provided, could have a material adverse effect on our business.

Risks Related to Our Acquisitions

- Our inability to successfully implement our acquisition strategy could have a material adverse effect on our business.

Risks Related to Data Privacy and Cybersecurity

- A failure in or breach of our networks or systems, including as a result of cyber-attacks, could have a material adverse effect on our business.

Risks Related to our International Operations

- Our international operations expose us to additional risks, and failure to manage those risks could have a material adverse effect on our business.

Risks Related to Our Intellectual Property

- Failure to acquire necessary intellectual property or adequately protect our intellectual property could have a material adverse effect on our business.

Risks Related to Our Indebtedness

- Our substantial level of indebtedness could cause our business to suffer and incurring additional debt could intensify debt-related risks.

Risks Related to Our Vendors

- Our reliance on specialized third-party providers could have a material adverse effect on our business.

Due to the risk factors discussed below, as well as other factors affecting our business, operating results, financial condition, financial performance or prospects, our past financial performance should not be considered to be a reliable indicator of our future performance, and investors should not use historical trends to anticipate results or trends in future periods.

Risks Related to Our Customers, Industry and Competition

Our Commercial Services and Government Solutions segments have customer concentration that could have a material adverse effect on our business.

Our business experiences varying levels of customer concentration. For example, our Commercial Services segment is dependent on certain key customers, including those in the RAC industry, such as Avis Budget Group, Inc., Enterprise Mobility and The Hertz Corporation. The health of the RAC industry is impacted by a variety of factors, including seasonality, increases in energy prices, general international, national and local economic conditions and cycles, as well as other factors affecting travel levels, such as military conflicts, terrorist incidents, natural disasters and epidemic diseases.

We also experience customer concentration in our Government Solutions segment. The New York City Department of Transportation ("***NYCDOT***") represented approximately 16.9% of our total revenues during fiscal 2023, and our contract with NYCDOT, like many other contracts, is subject to unique risks and uncertainties, including termination rights, delays in payment and audits and investigations, any of which could have a material adverse effect on our business. Unless extended, our contract with NYCDOT expires December 31, 2024, and we anticipate that the next contract for the NYCDOT photo safety program will be subject to competitive procurement. In the future, a small number of customers in our Government Solutions segment may continue to represent a significant portion of our total revenues in any given period. The loss of any of our top Government Solutions customers could have a material adverse effect on our business, financial condition and results of operations.

Our government contracts are subject to unique risks and uncertainties, including termination rights, delays in payment, audits and investigations, any of which could have a material adverse effect on our business.

We enter into government contracts from time to time with customers that are subject to various uncertainties, restrictions and regulations, which could result in withholding or delay of payments to us. For example, as of December 31, 2023, NYCDOT had an open receivable balance of $36.1 million, which represented 18.0% of our total accounts receivable, net.

Government entities typically finance projects through appropriated funds. While these projects are often planned and executed as multi-year projects, government entities usually reserve the right to change the scope of or terminate these projects for lack of approved funding or at their convenience. Furthermore, we may be required to perform work under expired or terminated government contracts and may be restricted from recognizing revenue from such contracts. Changes in government or political developments, including administrative hurdles, budget deficits, shortfalls or uncertainties, government spending reductions or other debt or funding constraints, could result in our government contracts being reduced in price or scope or terminated altogether, as well as limit our ability to win new government work in the future.

Moreover, if a government customer does not follow the requisite procurement or ordinance-specific administrative procedures, the contract may be subject to protest or voidable regardless of whether we bear any responsibility for the error. Our government contracts are subject to underlying laws and regulations related to government contractors, and often include other one-sided, customer-friendly provisions and certifications, including broad indemnification provisions and uncapped exposure or liquidated damages for certain liabilities, which can impose obligations, requirements and liabilities on us that are beyond those associated with a typical commercial arrangement.

In addition, government contracts are generally subject to audits and investigations by government agencies or higher-tier government contractors. If improper or illegal activities or contractual non-compliance are identified, including improper billing or vendor non-compliance, we may be subject to various civil and criminal penalties and

administrative sanctions, which may include termination of contracts, forfeiture of profits, suspension of payments, the imposition of fines, penalties and sanctions, and suspensions or debarment from doing business for or on behalf of the government in the future. If penalties or other restrictions are imposed in one jurisdiction, they could also implicate similar provisions of contracts with other government customers in other jurisdictions. Further, the negative publicity related to these penalties, sanctions or findings in government audits or investigations could harm our reputation and hinder our ability to compete for new contracts with government customers and in the private sector. Any of the foregoing or any other reduction in revenue from government customers could have a material adverse effect on our business, financial condition and results of operations.

Any decreases in the prevalence or political acceptance of, or an increase in governmental restrictions regarding, automated and other similar methods of photo enforcement, the use of third-party tolling service providers or the ability to charge service or other fees to customers for services provided, could have a material adverse effect on our business.

Our Government Solutions segment provides automated safety solutions to national, state and local government agencies, generating revenues through automated photo enforcement of red-light, school bus, speed limit and bus lane laws. We sometimes make significant capital and other investments to attract and retain these contracts, such as the cost of purchasing information technology equipment, constructing and installing photo enforcement systems and developing and implementing software and labor resources. In 2023, revenues from this segment represented approximately 43.9% of our total revenues. Therefore, we depend on national, state and local governments authorizing the use of automated photo enforcement and not otherwise materially restricting its use. In states that have enabling legislation, if that legislation is amended, not renewed or is otherwise repealed, use of automated enforcement technology can be suspended until new legislation is passed. For example, in 2022, a North Carolina court of appeals issued a ruling limiting the ability of local authorities to make certain decisions with respect to funding automated enforcement programs, impacting the viability of automated enforcement in impacted jurisdictions.

Ballot initiatives, referendums, opinions of attorneys general and legal challenges can also be used to restrict the use of automated enforcement or to impose additional licensing requirements on its use. For example, the Attorneys General in the states of Arizona, Tennessee and Virginia have issued opinions that had the effect of limiting the use of these enforcement technologies or impacting the manner in which photo enforcement programs operate. Usage may also be affected if there is an unfavorable shift in political support for, or public sentiment towards, automated enforcement, or as a result of one or more scandals related to its use.

Similarly, our Commercial Services business may be materially impacted if there is an unfavorable shift in political support for or public sentiment towards tolling or its use is materially restricted or limited, including through the imposition of limits on the fees RAC companies can charge their customers for tolling or violation processing services. Any material restriction or limitation on the use of automated enforcement or material reduction in its use in the markets we serve, or any similar changes with respect to tolling, could have a material adverse effect on our ability to recoup our investments, and negatively impact our business, financial condition and results of operations. Further, our relationships and commercial account agreements with tolling authorities, issuing authorities, motor vehicle departments and other governmental agencies significantly enhances and enables our service offerings, and changes in those relationship or agreements could significantly adversely impact our business.

We face intense competition and any failure to keep up with technological developments, changing customer preferences and new laws and policies could have a material adverse effect on our business.

The markets for our solutions are increasingly competitive, rapidly evolving and fragmented, and are subject to changing technology, shifting customer needs, contract renewals and new laws and policies. A number of vendors develop and market products and services that compete to varying extents with our offerings, and we expect this competition to intensify. The rapid rate of technological change in our industry could increase the chances that we will face competition from new products or services designed by companies that we do not currently compete with. Moreover, we face competition from our own customers as they may choose to invest in developing their own internal solutions.

Some of our existing competitors and potential new competitors have longer operating histories, greater name recognition, less debt, more established customer bases and significantly greater financial, technical, research and development, marketing and other resources than we do. As a result, our competitors may be able to respond more

quickly and effectively than we can to new or changing opportunities, technologies, standards or customer requirements. In some cases, our competitors may be better positioned to initiate or withstand substantial price competition, and we may have to reduce our pricing to retain existing business or obtain new business. If we are not able to maintain favorable pricing for our solutions, our profit margin and profitability could suffer. In addition, if a prospective customer is currently using a competing solution, the customer may be unwilling to switch to our solution

without setup support services or other incentives. Certain existing and new competitors may be better positioned to acquire competitive solutions, develop new solutions, modify existing solutions, effectively negotiate third-party licenses and other strategic relationships, and take advantage of acquisition or other similar expansion opportunities. Any failure to achieve our target pricing levels, maintain existing customer relationships, generate additional customer wins or otherwise successfully compete would have a material adverse effect on our business, financial condition and results of operations.

Our new products and services and changes to existing products and services may not succeed.

Our ability to retain, increase and engage our customer base and to increase our revenue depends, in large part, on our ability to continue to evolve existing solutions and to create successful new solutions. We may introduce significant changes to our existing solutions or acquire or introduce new and unproven products and services, including using technologies or entering markets or industries in which we have little or no experience. For example, as Government Solutions customers increase their requirements related to data security, privacy and IT architecture, we may be unable to develop new solutions to keep up with increasing requirements. The failure of any new or enhanced solution to achieve customer adoption or our failure to otherwise successfully monetize our development efforts could have a material adverse effect on our business, financial condition and results of operations. Further, changes to the hardware solutions we offer to our government customers may require certification by a government agency, and failure to achieve such certification may result in an inability to operate photo enforcement systems in a particular jurisdiction. Any failure to evolve existing solutions or create new successful solutions could have a material adverse effect on our business, financial condition and results of operations.

We regularly pursue contracts and contract renewals that require competitive bidding, which can involve substantial costs and could have a material adverse effect on our business.

Many of the contracts and renewals for which we bid, particularly those for certain larger government customers, are extremely complex and require the investment for significant resources in order to prepare accurate bids and proposals. Further, a significant percentage of new customer growth opportunities and contract renewals or extensions in our business segments are only accessible through competitive bidding. Competitive bidding imposes substantial costs and presents several risks, including significant time and effort and the commitment of resources, regardless of whether the job is ultimately won. We may also be unable to meet the requirements of a solicitation or may have to incur substantial costs to be able to do so. These and other unanticipated costs related to the competitive bidding process, including advancing or defending bid protests, and any failure to win renewals or new customer accounts through the competitive bidding process, could have a material adverse effect on our business, financial condition and results of operations.

Risks Related to Our Acquisitions

Our inability to successfully implement our acquisition strategy could have a material adverse effect on our business.

We have grown in large part as a result of our acquisitions, and we anticipate continuing to grow in this manner. Although we expect to regularly consider additional strategic transactions in the future, we may not identify suitable opportunities or, if we do identify prospects, it may not be possible to consummate a transaction on acceptable terms. Antitrust or other competition laws may also limit our ability to acquire or work collaboratively with certain businesses or to fully realize the benefits of a prospective or completed acquisition. Furthermore, a significant change in our business or the economy, an unexpected decrease in our cash flows or any restrictions imposed by our indebtedness may limit our ability to obtain the necessary capital or otherwise impede our ability to complete a transaction. Regularly considering strategic transactions can also divert management's attention and lead to significant due diligence and other expenses regardless of whether we pursue or consummate any transaction. Failure to identify suitable transaction partners and to consummate transactions on acceptable terms, as well as the commitment of time and resources in connection with such transactions, could have a material adverse effect on our business, financial condition and results of operations.

The inability to successfully integrate our recent or future acquisitions could have a material adverse effect on our business.

We have integrated, and may in the future integrate, certain acquired businesses into our existing operations, which requires significant time and exposes us to significant risks and additional costs. Further, we may have difficulty

integrating the operations, systems, controls, procedures or products of such acquired businesses and may not be able to do so in a timely, efficient and cost-effective manner.

These difficulties could include:

- combining management teams, strategies and philosophies;
- merging or linking different accounting and financial reporting systems and systems of internal controls;
- assimilating personnel, human resources and other administrative departments and potentially contrasting corporate cultures;
- merging computer, technology and other information networks and systems;
- disrupting our relationship with or losing key customers, suppliers or personnel; and
- interference with, or loss of momentum in, our ongoing business or that of the acquired business.

Any integration-related issues could cause significant disruption to our business, divert the attention of management and lead to substantial additional costs and delays. For example, between February 2022 and April 2022, our Audit Committee devoted significant time and resources into an accounting investigation of Redflex Holdings Limited, a recently acquired subsidiary, and we were unable to timely file our Annual Report on Form 10-K for the fiscal year ended December 31, 2021. Our inability to successfully integrate acquired businesses could have a material adverse effect on our business, financial condition and results of operations.

Any failure to realize the anticipated benefits of an acquisition, including unanticipated expenses and liabilities related to acquisitions, could have a material adverse effect on our business.

We pursue each acquisition with the expectation that the transaction will result in various benefits, including growth opportunities and synergies from increased efficiencies. However, we may not realize some or all of the anticipated benefits of our acquisitions within our anticipated timeframes or at all. Furthermore, we may experience increased competition that limits our ability to expand our business, we may not be able to capitalize on expected business opportunities, and general industry and business conditions may deteriorate. Acquisitions also expose us to significant risks and costs, and business and operational overlaps may lead to hidden costs. These costs can include unforeseen pre-acquisition liabilities, the impairment of customer relationships or acquired assets such as goodwill, or exposure to oversight, operational and business control risks associated with a newly acquired business. We may also incur costs and inefficiencies to the extent an acquisition expands the industries, markets or geographies in which we operate due to our limited exposure to and experience in a given industry, market or region. Significant acquisitions may also require us to incur additional debt to finance the transactions, which could limit our flexibility in using our cash flow from operations for other purposes. Acquisitions often involve post-transaction disputes with the counterparty regarding a number of matters, including disagreements over the amount of a purchase price or other working capital adjustment or disputes regarding whether certain liabilities are covered by the indemnification provisions of the transaction agreement. We may underestimate the level of certain costs or the exposure we may face as a result of acquired liabilities. If any of these or other factors limit our ability to achieve the anticipated benefits of a transaction, or we encounter other unexpected transaction-related costs and liabilities, our business, financial condition and results of operations could be materially and adversely affected.

Risks Related to Data Privacy and Cybersecurity

A failure in or breach of our networks or systems, including as a result of cyber-attacks, could have a material adverse effect on our business.

We act as a trusted business partner in both front office and back office platforms, interacting with our customers and other third parties. Our customers include large, multinational corporations and government agencies who depend upon our operational efficiency, non-interruption of service, and accuracy and security of information. We receive, process, transmit and store substantial volumes of information relating to identifiable individuals, both in our role as a back-end or direct-to-consumer service provider and as an employer, and receive, process and implement financial transactions, and disburse funds, which requires us to receive debit and credit card information.

We also use third-party providers such as subcontractors, software vendors, utility providers and network providers, upon whom we rely to offer our products, services and solutions. As a result of these and other aspects of our business, the integrity,

security and accuracy of our systems and information technology, and that of the third parties with which we interact, including our customers and other government agencies with which we work, are extremely important.

Our cybersecurity and processing systems, as well as those of the third parties with which we interact, may be damaged, disrupted or otherwise breached for a number of reasons, including power outages, computer and telecommunication failures, computer viruses, malware or other destructive software, internal design, manual or usage errors, cyber-attacks, terrorism, workplace violence or wrongdoing, catastrophic events, natural disasters and severe weather conditions. Our visibility and role as a processor of transactions containing personally identifiable information may also put us at a greater risk of being targeted by hackers. In the normal course of our business, we have been the target of malicious cyber-attack attempts.

In addition, numerous and evolving cybersecurity threats, including advanced and persistent cyber-attacks, phishing and social engineering schemes could compromise our systems and the confidentiality, availability and integrity of data in our systems, as well as the systems and data of the third parties with which we interact. The security measures and procedures we and the third parties with which we interact have in place to protect sensitive consumer data and other information may not be successful or sufficient to counter all data breaches, cyber-attacks, or system failures. Further, employee error or malfeasance, faulty password management or other irregularities may result in a defeat of security measures or a system breach. Although we devote significant resources to our cybersecurity programs and have implemented security measures to protect our systems and data, and to prevent, detect and respond to data security incidents, in each case that we believe are reasonable and appropriate, these efforts, and the efforts of third parties with which we interact, may not prevent these or other threats.

Moreover, because the techniques used to obtain unauthorized access, or to disable or degrade systems change frequently, have become increasingly more complex and sophisticated, and may be difficult to detect for periods of time, we and the third parties with which we interact may not anticipate these acts or respond adequately or timely. As these threats continue to evolve and increase, we may be required to devote significant additional resources in order to modify and enhance our security controls and to identify and remediate any security vulnerabilities or diligencing those of third parties.

If we are sued in connection with any data security breach or system failure, we could be involved in protracted litigation. In addition, a breach could lead to unfavorable publicity and significant damage to our brand, the loss of existing and potential customers, allegations by customers that we have not performed or have breached our contractual obligations, or decreased use and acceptance of our solutions. A breach or failure may also subject us to additional regulations or governmental or regulatory scrutiny, which could result in significant compliance costs, fines or enforcement actions, or potential restrictions imposed by regulators on our ability to operate our business. A security breach would also likely require us to devote significant management and other resources to address the problems created by the security breach. Any of the foregoing could have a material adverse effect on our business, financial condition and results of operations.

We are subject to laws and regulations of the United States and foreign jurisdictions relating to personal information, privacy and data security, and failure to comply with these laws and regulations, whether or not inadvertent, could have a material adverse effect on our business.

Personal information is used both as part of our business and in our role as an employer. In addition, as part of our Government Solutions, Commercial Services and Parking Solutions businesses, we process other data which may be considered personal information or sensitive personal information in certain jurisdictions, such as photographs and video recordings. As a result, we are subject to various laws and regulations regarding personal information, privacy and data security, including those promulgated by the United States federal government and its agencies, and state, local and foreign governments, agencies, and public authorities. Our personal information handling also is subject to our published privacy policies and notices, contractual obligations and industry standards.

Laws, regulations and industry standards relating to privacy are rapidly evolving, can be subject to significant change and may result in ever-increasing regulatory and public scrutiny and escalating levels of enforcement and sanctions. These laws and regulations may also be subject to new or different interpretations. For example, in June 2018, California enacted the CCPA, which took effect on January 1, 2020. The CCPA was amended and expanded (including to apply to employee and business-to-business data) by the California Privacy Rights Act, which took effect on January 1, 2023. The CCPA created several new obligations for companies which process personal information. It also gives California residents expanded rights to access, delete and obtain a copy of their personal information; opt out of certain personal information disclosures; and receive detailed information about how their personal data is processed. The law provides for civil penalties against companies that fail to comply.

Several other states have enacted privacy laws, including Virginia (effective January 1, 2023); Colorado and Connecticut (both effective July 1, 2023); Utah (effective December 31, 2023); Oregon, Texas, and Florida (all effective July 1, 2024); Montana (effective October 1, 2024); Delaware and Iowa (both effective January 1, 2025); New Jersey (effective January 16, 2025); Tennessee (effective July 1, 2025); and Indiana (effective January 1, 2026). Additional states have introduced privacy bills, and Congress has considered several privacy bills at the federal level. Regulations implementing the CCPA and Colorado have also been published, though many questions remain as to how all of the new statutes will be interpreted and enforced. In addition, the FTC uses its consumer protection authority to initiate enforcement actions against companies relating to their use and disclosure of personal information, particularly in response to actual or perceived unfair or deceptive acts or practices.

Various U.S. state laws and regulations may also require us to notify affected individuals and state agencies in the event of a data breach involving personal information. Penalties for failure to adequately protect personal information, notify as required, or provide timely notice vary by jurisdiction. In the United States, most state data breach notification laws consider violations to be unfair or deceptive trade practices and give the relevant state attorneys general the authority to levy fines or bring enforcement actions. Some laws, such as the CCPA, also grant affected individuals a private right of action for certain data breaches. Class action lawsuits against companies which experience a data breach involving personal information are also common. Foreign laws concerning personal information, privacy and data security may be more restrictive and burdensome than those of the United States. Given that data is highly mobile and transferable, many data protection and privacy laws of foreign nations seek to have wide extraterritorial jurisdiction over conduct occurring outside geographical boundaries of the relevant jurisdiction. For example, on May 25, 2018, the GDPR replaced the 1995 Data Protection Directive. The GDPR extends the scope of E.U. data protection law to non-E.U. companies processing data of E.U. residents when certain conditions are satisfied. The GDPR contains numerous, more stringent requirements and changes from prior E.U. law, including more robust privacy and compliance obligations for both companies and their service providers, greater rights for individuals, heavier documentation requirements for data protection compliance programs, restrictions on transfers of personal data to non-E.U. countries, and prompt notice of data breaches to data subjects and supervisory authorities in certain circumstances. The GDPR fine framework can be up to 20 million Euros, or up to 4% of the company's total global turnover of the preceding fiscal year, whichever is higher. Further, our customers, through contractual requirements, could require us to comply with certain of these stringent requirements regardless of whether our business is actually subject to the GDPR.

The costs could be high and deadlines short for compliance with these privacy- and data security-related laws, regulations, contractual requirements and industry standards, each of which may limit our ability to compete for new business, do business with certain government agencies, including our existing customers, or continue to access certain data, and may limit the use or adoption of our smart mobility technology solutions and services, reduce overall demand for our solutions and services, slow the pace at which we generate revenue, subject us to fines or penalties, or cause us to breach contractual commitments to our customers. As these laws, regulations, and standards continue to develop in the United States and internationally, we may be required to expend significant time and resources in order to update existing processes or implement additional mechanisms as necessary to ensure compliance. Moreover, if our policies, procedures or measures relating to these issues fail to comply, or regulators assert we have failed to comply, with applicable laws, regulations or industry standards, we may be subject to governmental enforcement actions, litigation, regulatory investigations, fines, algorithmic disgorgement, the inability to use previously-collected personal information or the inability to collect new personal information, other penalties and negative publicity, and our application providers, customers and partners may lose trust in or stop doing business with us entirely. We expect that there will continue to be new proposed laws, regulations and industry standards concerning personal information, privacy and data retention in the United States, the E.U. and other jurisdictions, and we cannot yet determine the impact of such future laws, regulations and industry standards may

have on our business. Any of the foregoing could have a material adverse effect on our business, financial condition and results of operations.

We are subject to domestic and foreign laws relating to processing certain financial transactions, including debit or credit card transactions, and failure to comply with those laws, even if inadvertent, could have a material adverse effect on our business.

We process, support and execute financial transactions as part of our business and disburse funds on behalf of certain of our customers. This activity includes receiving debit and credit card information, processing payments for and due to our customers and disbursing funds on payment or debit cards to payees of our customers. As a result, we may be subject to numerous U.S. federal and state and foreign jurisdiction laws and regulations, including the Electronic Fund Transfer Act, the Currency and Foreign Transactions Reporting Act of 1970 (commonly known as the Bank Secrecy Act) and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "***Patriot Act***").

We have implemented policies and procedures to preserve and protect credit card and other payment data against loss, corruption, misappropriation caused by systems failures, unauthorized access or misuse. Notwithstanding these policies and procedures, we could be subject to liability claims by individuals and customers whose data resides in our databases for the misuse of that information. If we fail to meet appropriate compliance levels, this could negatively impact our ability to utilize credit cards as a method of payment, or collect and store credit card information, which could disrupt our business. Failure to comply with these laws may subject us to, among other things, additional costs or changes to our business practices, liability for monetary damages, fines or criminal prosecution, unfavorable publicity, restrictions on our ability to process and support financial transactions and allegations by customers that we have not performed our contractual obligations, any of which could have a material adverse effect on our business, financial condition and results of operations.

Risks Related to Human Capital Management

We depend on the services of key executives and any inability to attract and retain key management personnel could have a material adverse effect on our business.

Our future success depends upon the continued services of our executive officers, including our Chief Executive Officer and Chief Financial Officer, who have critical experience and relationships that we rely on to implement our business plan and growth strategy. Additionally, as our business grows, we may need to attract and hire additional management personnel. We have employment agreements with some members of senior management that include non-competition provisions; however, we cannot prevent our executives from terminating their employment and may not be able to fully enforce non-competition provisions limiting former executives or key personnel from competing with us following any departure. Moreover, we do not carry "key-man" life insurance on the lives of our executive officers, employees or advisors. Our ability to retain our key management personnel or to identify and attract additional management personnel or suitable replacements should any members of the management team leave or be terminated is dependent on a number of factors, including the competitive nature of the employment market and our industry. Any failure to retain key management personnel or to attract additional or suitable replacement personnel could cause uncertainty among investors, employees, customers and others concerning our future direction and performance and could have a material adverse effect on our business, financial condition and results of operations.

A failure to attract and retain necessary skilled personnel and qualified subcontractors could have a material adverse effect on our business.

Our business depends on highly skilled technical, managerial, engineering, sales, marketing and customer support personnel and qualified and competent subcontractors. Competition for these personnel is intense. Any failure to attract, hire, assimilate in a timely manner and retain and motivate key qualified personnel, particularly software development, product development, analytics and other technical personnel, or inability to contract with qualified, competent subcontractors, could impair our success. Additionally, certain portions of our Government Solutions operations are dependent on employees and subcontractors who are subject to a collective bargaining agreement. When the collective bargaining agreement becomes subject to renegotiation or if we face union organizing drives, any disagreement between us and the union on important issues may lead to a strike, work slowdown or other job actions in one or more locations we serve. A strike, work slowdown or other job action could disrupt our services, resulting in reduced revenues or contract cancellations. State or local law in some jurisdictions requires that subcontractors for our Government Solutions segment are certified by the jurisdiction, and the failure on the part of our subcontractors to obtain and maintain such certification could impact their ability to perform

services for us. Further, some jurisdictions require that we subcontract a certain percentage of our work to certified businesses and failure to do so may decrease our competitiveness in the marketplace, lead to breach of contract claims or result in having to refund

fees paid for failing to achieve committed targets. Additionally, our acquisition activity could increase the challenge of retaining our key employees and subcontractors and those of the acquired businesses. The loss of any key technical employee or the termination of a key subcontractor relationship, and any inability to identify suitable replacements or offer reasonable terms to these candidates, could have a material adverse effect on our business, financial condition and results of operations.

Risks Related to our International Operations

Our operations in international markets expose us to additional risks, and failure to manage those risks could have a material adverse effect on our business.

We have subsidiaries in various international markets that include but are not limited to the United Kingdom, the Netherlands, France, Ireland, Spain, Australia, Canada, Hungary and India. The success of our business depends, in part, on our ability to successfully manage these foreign operations. Our international operations subject us to risks that could increase expenses, restrict our ability to operate, result in lost revenues or otherwise materially and adversely affect our business, including:

- political, social, and economic instability, including European sovereign debt issues and tightening of government budgets;
- wars, civil unrest, acts of terrorism and other conflicts;
- increased complexity and costs of managing or overseeing foreign operations, including adapting and localizing our services to specific regions and countries and relying on different third-party service providers;
- complying with tariffs, trade restrictions, and trade agreements and any changes thereto;
- foreign exchange and other restrictions and limitations on the transfer or repatriation of funds;
- adverse tax consequences;
- fluctuations in currency exchange rates;
- complying with varying legal and regulatory environments, and managing public perception, in multiple foreign jurisdictions, including with respect to data and consumer privacy and payment processing, labor matters and VAT, and unexpected changes in these laws, regulatory requirements, and the enforcement thereof; and
- limited protection of our intellectual property and other assets as compared to the laws of the United States.

We have limited or no control over these and other factors related to international operations and our strategies to address these risks may not correctly anticipate any problems that arise or be successful in expanding our solutions from the United States into new markets. Any failure to successfully manage these and other similar risks could have a material adverse effect on our business, financial condition and results of operations.

Our growth strategy is, in part, dependent on successfully implementing our international expansion strategy.

Our growth strategy includes expanding our global footprint, which may involve moving into regions and countries beyond those in which we currently operate. In order to achieve widespread acceptance in new markets we may enter, we may need to develop new products and services or tailor our existing products and services to that market's unique customs, cultures and standards. Management of these and any future international subsidiaries may divert our resources and require significant attention from management. In addition to the risks inherent in conducting international business, expanding internationally with new and existing customers poses additional risks, including:

- lack of acceptance of our products and services;
- tax issues, including administration of value-added tax, restrictions on repatriating earnings, and with respect to our corporate operating structure and intercompany arrangements;
- our ability to adapt our marketing and selling efforts to different cultures and customers;
- a different competitive environment, including a number of smaller competitors and a more fragmented

business model, as well as competition from other market participants;

- our ability to obtain and protect intellectual property rights to operate successfully in each territory due to pre-existing third-party intellectual property rights; and
- an unfamiliar regulatory environment, including different local, provincial and national regulations.

If we are unable to effectively manage these risks, our relationships with our existing and prospective customers, strategic partners and employees and our operations outside the United States may be adversely affected.

In many cases, we will have limited or no experience in a particular region or country where we intend to launch operations. Moreover, learning the customs and cultures, particularly with respect to consumer preferences, differing technology standards and language barriers, is a difficult task. Our failure to do so effectively could slow our growth in those regions or countries. In many of these markets, long-standing relationships between potential customers and their local partners and protective regulations, including local content requirements and approvals, and disparate networks and systems used by each country, will create barriers to entry. Difficulties in foreign financial markets and economies and of foreign financial institutions, particularly in emerging markets, could also adversely affect demand in the affected areas. For this strategy to be successful, we must generate sufficient revenues and margins from the new markets to offset the expense of the expansion. Moreover, as the scale of our international operations increases, we will be more susceptible to the general risks related to our existing international operations discussed above. If we are unable to further expand internationally or if we are unable to effectively and efficiently manage the complexity of our expanded operations and compete in these new regions and countries, our business, financial condition and results of operations could be adversely affected.

Failure to comply with anticorruption and anti-money laundering laws, including the U.S. Foreign Corrupt Practices Act and similar laws associated with our activities outside of the United States, could have a material adverse effect on our business.

Our operations subject us to anticorruption and other similar laws and regulations of multiple jurisdictions, both within the United States and internationally, which are often evolving, including the Foreign Corrupt Practices Act (the "***FCPA***"), the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S. Travel Act, the Patriot Act, and comparable foreign anti-bribery and anti-money laundering laws and regulations, including the United Kingdom Bribery Act of 2010. Our Government Solutions business is subject to a number of international, federal, state and local laws and regulations regarding similar matters. These laws and regulations prohibit companies and their employees and third-party intermediaries from authorizing, offering or providing, directly or indirectly, improper payments or other benefits to government officials, political parties and private-sector recipients for the purpose of obtaining or retaining business, directing business to any person or securing any advantage.

We use various third parties to conduct our business, both domestically and abroad, and we can be held liable for the corrupt or illegal activities of our employees, representatives, contractors or subcontractors, partners, and agents, those of the third parties with which we do business or those of any businesses we acquire, even if we do not explicitly authorize such activities or if they occurred prior to our acquisition of the relevant business. Safeguards we implement to discourage these practices may prove to be ineffective and any internal investigations may not uncover any such practices that may exist. Violations of the FCPA or other applicable anti-bribery, anti-corruption, and anti-money laundering laws by us or any of these third parties can result in severe criminal or civil sanctions, or other liabilities or proceedings against us, including class action lawsuits, whistleblower complaints, enforcement actions by the SEC, Department of Justice, and U.S. state and local and foreign regulators, adverse media coverage, non-responsibility determinations by procuring agencies, and suspension or debarment from government contracts, any of which could have a material adverse effect on our business, financial condition and results of operations.

Numerous countries, including a number of those in which we do business, have agreed to a statement in support of Economic Co-operation and Development ("OECD") model rules that propose a global minimum tax, which if adopted, may increase and negatively impact our provision for income taxes.

Numerous countries, including a number of those in which we do business, have agreed to a statement in support of the OECD model rules that propose a global minimum tax rate of 15% that would apply to multinational companies with consolidated revenue above €750 million. Certain countries, including European Union member states, have enacted or are expected to enact legislation to be effective as early as 2024, with widespread implementation of a global minimum tax expected by 2025. As the legislation becomes effective in countries in

which we do business, our taxes could increase and negatively impact our provision for income taxes. We will continue to monitor pending legislation and implementation by individual countries and evaluate the potential impact on our business in future periods.

Risks Related to Our Intellectual Property

Failure to acquire necessary intellectual property or adequately protect our intellectual property could have a material adverse effect on our business.

Our success depends, in part, on our ability to protect and defend our intellectual property against infringement, misappropriation and dilution. To protect our intellectual property rights, we rely on a combination of patent, trademark, copyright, trade secret and unfair competition laws of the United States and other countries, as well as contract provisions. We have registered certain patents and trademarks and have applications pending in the United States and foreign jurisdictions for some inventions and trademarks, including the Verra Mobility word mark and logo, for which some registrations have been granted and some applications are pending. However, not all of the trademarks and inventions we currently use have been registered in all of the countries in which we do business, and they may never be registered in all of those countries, and the applications we submit for these protections may not be granted. While we make efforts to acquire rights to intellectual property necessary for our operations, these measures may not adequately protect our rights in any given case, particularly in those countries where the laws do not protect proprietary rights as fully as in the United States.

If we fail to acquire necessary intellectual property rights or adequately protect or assert our intellectual property rights, competitors may manufacture and market similar products and services, or dilute our brands, which could adversely affect our market share. It may be possible for third parties to reverse engineer, otherwise obtain, copy, and use software or information that we regard as proprietary. In addition, our competitors may avoid application of our existing or future intellectual property rights. Further, patent rights, copyrights and contractual provisions may not prevent our competitors from developing, using or selling products or services that are similar to or address the same market as, our products and services. Failure to obtain registrations for the Verra Mobility word mark or logo may have a significant adverse impact on our brand. Moreover, some of our trademarks and services are descriptive or include descriptive elements, which may make it difficult to enforce our rights or prevent others from adopting and using similar marks. Competitive products and services could reduce the market value of our brands, products and services, inhibit attracting new customers or maintaining existing customers, lower our profits, and could have a material adverse effect on our business, financial condition and results of operations.

Our measures to monitor and protect our intellectual property may not be adequate to maintain or enforce our patents, trademarks or other intellectual property rights.

Despite our efforts to monitor and protect our intellectual property, we may not be able to maintain or enforce our patents, trademarks or other intellectual property rights. Unauthorized third parties may use our trademarks and service marks, or marks that are similar thereto, to impinge on our goodwill, cause consumer confusion or dilute our rights in the marks. We are aware of products, software and marks similar to our intellectual property being used by other persons. Although we believe that such uses will not adversely affect us, further or currently unknown unauthorized uses or other infringement of our trademarks or service marks could diminish the value of our intellectual property and may adversely affect our business. Even where we have effectively secured protection for our intellectual property, our competitors may challenge, infringe, misappropriate or dilute our intellectual property and our employees, consultants, contractors, customers and suppliers may breach their contractual obligations not to reveal or use our confidential information, including trade secrets. Additionally, defending or enforcing our intellectual property rights and agreements, and seeking an injunction or compensation for infringements or misappropriations, could result in expending significant resources and diverting management attention, which in turn may have a material adverse effect on our business, financial condition and results of operations.

We have been and may become subject to third-party infringement claims or challenges to the validity of our intellectual property that could have a material adverse effect on our business.

We have faced, and may in the future face, claims for infringement, misappropriation or other violations of intellectual property rights from intellectual property owners in areas where we operate or intend to operate, including in foreign jurisdictions. Such claims may or may not be unfounded. Regardless of whether such claims have merit, our image, brands, competitive position and ability to expand our operations into other jurisdictions may be harmed and we may incur significant costs related to defense or settlement. If such claims were decided against us or a third party we indemnify pursuant to license terms, we could be required to pay damages, develop or adopt non-infringing products or services, or acquire a license to the intellectual property that is the subject of the asserted claim, which license may not be available on acceptable terms or at all.

Defending or settling claims would require the expenditure of additional capital, and negative publicity could arise, even if the matter was ultimately decided in our favor. Any of the foregoing could have a material adverse effect on our business, financial condition and results of operations.

Risks Related to Our Indebtedness

Our substantial level of indebtedness could cause our business to suffer and incurring additional debt could intensify debt-related risks.

We have a substantial amount of debt, including approximately $704.6 million outstanding under our first lien term loan facility as of December 31, 2023. Additionally, pursuant to an indenture, VM Consolidated, Inc. ("***VM Consolidated***") issued an aggregate principal amount of $350 million in Senior Unsecured Notes (the "***Senior Notes***") due 2029. We may also incur substantial additional debt in the future to, among other things, finance our acquisition strategy. We have the option to increase commitments under our revolving credit agreement by up to $50.0 million, all of which would be secured. We also have the ability to draw an unlimited amount from our first lien term loan facility, subject to the satisfaction of a maximum total net leverage ratio or minimum fixed charge coverage ratio, on a pro forma basis, all of which will be secured. Our substantial debt could have important consequences, any of which could be intensified if new debt is added to our current debt levels. For example, it could:

- increase our vulnerability to adverse economic and industry conditions;
- limit our ability to obtain additional financing for future working capital, capital expenditures, strategic acquisitions and other general corporate requirements;
- expose us to interest rate fluctuations because the interest rate on certain of our debt is variable;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our debt, thereby reducing the availability of our cash flow for operations and other purposes;
- make it more difficult for us to satisfy our general business obligations, including our obligations to our lenders, resulting in possible defaults on and acceleration of such indebtedness;
- limit our ability to refinance indebtedness or increase the associated costs;
- require us to sell assets to reduce debt or influence our decision about whether to do so;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate or prevent us from carrying out capital spending that is necessary or important to our growth strategy and efforts to improve operating margins; and
- place us at a competitive disadvantage compared to any competitors that have less debt or comparable debt at more favorable interest rates and that, as a result, may be better positioned to withstand economic downturns.

Restrictive covenants in the agreements governing our indebtedness could restrict our operating flexibility.

The agreements governing our indebtedness limit our ability to take certain actions. These restrictions may limit our ability to operate our businesses, prohibit or limit our ability to enhance our operations or take advantage of potential business opportunities as they arise and cause us to take actions that are not favorable to stockholders.

The agreements governing our indebtedness restrict, among other things and subject to certain exceptions, our and our restricted subsidiaries' ability to:

- incur additional indebtedness;
- pay dividends or other payments on capital stock;

- guarantee other obligations;
- grant liens on assets;
- make loans, acquisitions or other investments;
- transfer or dispose of assets;
- make optional payments or modify certain debt instruments;
- engage in transactions with affiliates;
- amend organizational documents;
- engage in mergers or consolidations;
- enter into arrangements that restrict the ability to pay dividends;
- engage in business activities that are materially different from existing business activities;
- change the nature of the business we conduct; and
- designate subsidiaries as unrestricted subsidiaries.

Under our first lien term loan facility, we could be required to make periodic prepayments based on excess cash flow (as defined by the first lien term loan agreement) thereby limiting the amount of cash flow that can be reinvested in our business. For example, under our revolving credit facility, if availability goes below a certain threshold, we will be required to comply with a minimum "consolidated fixed charge coverage ratio" financial covenant as calculated therein. Moreover, if availability falls below a certain threshold for a specified number of business days, we could be required to remit our cash funds to a dominion account maintained by the administrative agent to the revolving credit facility, which would require daily review and approval of operating disbursements by the administrative agent.

Our ability to comply with the covenants and restrictions contained in agreements governing our indebtedness may be affected by economic conditions and by financial, market and competitive factors, many of which are beyond our control. Our ability to comply with these covenants in future periods will also depend substantially on the pricing and sales volume of our products, our success at implementing cost reduction initiatives and our ability to successfully implement our overall business strategy. The breach of any of these covenants or restrictions could result in a default under one or more of the agreements governing our indebtedness that would permit the applicable lenders to declare all amounts outstanding thereunder to be due and payable, together with accrued and unpaid interest. In that case, we may be unable to borrow under our revolving credit agreement or otherwise, may not be able to repay the amounts due under the agreements governing our indebtedness, and may not be able to make cash available by dividend, debt repayment or otherwise. In addition, our lenders could proceed against the collateral securing that indebtedness. Any of the foregoing could have serious consequences to our financial position, results of operations or cash flows and could cause us to become bankrupt or insolvent.

The agreements governing our indebtedness contain cross default or cross acceleration provisions that may cause all of the debt issued under those instruments to become immediately due and payable because of a default under an unrelated debt instrument.

The agreements governing our indebtedness contain numerous covenants and require us, if availability goes below a certain threshold, to comply with a minimum "consolidated fixed charge coverage ratio" financial covenant as calculated in the revolving credit agreement. Our failure to comply with the obligations contained in these agreements or other instruments governing our indebtedness could result in an event of default under the applicable instrument, which could result in the related debt and the debt issued under other instruments (together with accrued and unpaid interest and other fees) becoming immediately due and payable. In such event, we would need to raise funds from alternative sources, which funds may not be available to us on favorable terms, on a timely basis or at all. Alternatively, such a default could require us to sell assets and otherwise curtail our operations in order to pay our creditors. These alternative measures could have a material adverse effect on our business, financial position, results of operations or cash flows.

If we do not generate sufficient cash flows, we may not be able to service all of our indebtedness.

To service our indebtedness, we will require a significant amount of cash. Our ability to generate cash, make scheduled payments or to refinance our debt obligations depends on our successful financial and operating

performance, which will be affected by a range of economic, competitive and business factors, many of which are outside of our control.

If our cash flow and capital resources are insufficient to fund our debt service obligations or to repay indebtedness when it matures, we may have to undertake alternative financing plans, such as refinancing or restructuring our debt, selling assets or operations, reducing or delaying capital investments or seeking to raise additional capital. We may not be able to refinance our debt and any refinancing of our debt could be at higher interest rates and may require us to comply with more restrictive covenants that could further restrict our business operations and our ability to make cash available for dividends and distributions and payments on our other debt obligations (if any). Our ability to implement successfully any such alternative financing plans will be dependent on a range of factors, including general economic conditions, the level of activity in mergers and acquisitions and capital markets generally, and the terms of our various debt instruments then in effect. In addition, a significant portion of our outstanding indebtedness is secured by substantially all of our assets including our subsidiaries' assets, and any successor credit facilities are likely to be secured on a similar basis. As such, our ability to seek additional financing or our ability to make cash available for dividends and distributions and payments on our other debt obligations (if any) could be impaired as a result of such security interests and the agreements governing such security interests. Moreover, as a result of these security interests, the underlying assets would only be available to satisfy claims of our general creditors or holders of our equity securities if we were to become insolvent to the extent the value of such assets exceeded the amount of our indebtedness and other obligations.

Our inability to generate sufficient cash flow to satisfy our debt obligations or to refinance our obligations on commercially reasonable terms could have a material adverse effect on our business, including our financial condition and results of operations.

We may be unable to obtain additional financing to fund operations and growth.

We may require additional financing to fund our operations or growth, whether organic or through acquisitions. Our failure to secure additional financing could have a material adverse effect on our continued development or growth.

Risks Related to Our Class A Common Stock, Related Party Transactions and Organizational Documents

We cannot guarantee that our stock repurchase programs will enhance long-term shareholder value. Stock repurchases could also increase the volatility of the trading price of our stock and could diminish our cash reserves. In addition, Congress enacted the Inflation Reduction Act in 2022, which (among other provisions) provided for a 1% excise tax on net stock repurchases. This provision applied to stock repurchases initiated after January 1, 2023.

In May 2022, our Board of Directors (our "***Board***") authorized a share repurchase program for up to an aggregate amount of $125 million of our outstanding shares of Class A Common Stock. We subsequently paid $50.0 million in May 2022 to repurchase outstanding shares of our Class A Common Stock through an accelerated share repurchase ("***ASR***"), and received an initial delivery of 2,739,726 shares. The final settlement occurred in August 2022, at which time we received 445,086 additional shares. In addition, during the second and third quarters, we paid $6.9 million and repurchased 445,791 shares of our Class A Common Stock through open market transactions. During the third quarter of 2022, we discontinued open market repurchases and our Board authorized a second ASR for the remaining availability under the share repurchase program. In August 2022, we paid $68.1 million for the second ASR, and received an initial delivery of 3,300,000 shares of our Class A Common Stock. The final settlement of the ASR resulted in the receipt of 943,361 additional shares.

In November 2022, our Board of Directors authorized a new share repurchase program for up to an aggregate amount of $100.0 million of our outstanding shares of Class A Common Stock over an 18-month period in open market transactions, ASRs or privately negotiated transactions. We paid $8.1 million to repurchase 449,432 shares of our Class A Common Stock through open market transactions during the third quarter of fiscal year 2023, which we subsequently retired. In September 2023, we used the remaining availability under the share repurchase program for

an ASR and paid approximately $91.9 million to receive an initial delivery of 4,131,551 shares of our Class A Common Stock. The final settlement of the ASR resulted in the receipt of 534,499 additional shares.

In October 2023, our Board authorized another share repurchase program for up to an aggregate amount of $100.0 million of our outstanding shares of Class A Common Stock over an 18-month period in open market transactions, ASRs or privately negotiated transactions. The Company has not yet repurchased shares under this repurchase program.

The timing, price, and quantity of purchases under the program have been, and will continue to be, made at the discretion of our management based upon a variety of factors including share price, general and business market conditions, compliance with applicable laws and regulations, corporate and regulatory requirements, and alternative uses of capital. There is no guarantee as to the exact number of shares that we will repurchase and we cannot guarantee that the program will enhance long-term stockholder value. These share repurchase program could affect the trading price of our common stock and increase volatility. In addition, our repurchases under our share repurchase program have diminished, and could continue to diminish, our cash reserves.

Anti-takeover provisions contained in our certificate of incorporation and bylaws, as well as provisions of Delaware law, could impair a takeover attempt.

Our certificate of incorporation contains provisions that may discourage unsolicited takeover proposals that stockholders may consider to be in their best interests. We are also subject to anti-takeover provisions under Delaware law, which could delay or prevent a change of control. Together, these provisions may make the removal of management more difficult and may discourage transactions that otherwise could involve payment of a premium over prevailing market prices for our securities. These provisions include:

- no cumulative voting in the election of directors, which limits the ability of minority stockholders to elect director candidates;
- a classified board of directors with three-year staggered terms, which could delay the ability of stockholders to change the membership of a majority of our Board;
- the requirement that directors may only be removed from the Board for cause;
- the right of our Board to elect a director to fill a vacancy created by the expansion of our Board or the resignation, death or removal of a director in certain circumstances, which prevents stockholders from being able to fill vacancies on our Board;
- a prohibition on stockholder action by written consent, which forces stockholder action to be taken at an annual or special meeting of our stockholders;
- a prohibition on stockholders calling a special meeting and the requirement that a meeting of stockholders may only be called by members of our Board or our Chief Executive Officer, which may delay the ability of our stockholders to force consideration of a proposal or to take action, including the removal of directors;
- the requirement that changes or amendments to certain provisions of our certificate of incorporation or bylaws must be approved by holders of at least two-thirds of our Common Stock; and
- advance notice procedures that stockholders must comply with in order to nominate candidates to our Board or to propose matters to be acted upon at a meeting of stockholders, which may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of us.

Our bylaws include a forum selection clause, which may impact the ability of our stockholders to bring actions against us.

Subject to certain limitations, our bylaws provide that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware will be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring: (a) any derivative action or proceeding brought on our behalf; (b) any action asserting a claim of breach of fiduciary duty owed by any of our directors, officers or other employees or our stockholders; (c) any action asserting a claim arising pursuant to any provision of the Delaware General Corporate Law or our certificate of incorporation or bylaws; or (d) any action asserting a claim governed by the internal affairs doctrine. In addition, our bylaws provide that unless we consent in writing to the selection of an

alternative forum, the federal district courts of the United States will be the exclusive forum for resolving any complaint asserting a cause

of action arising under the federal securities laws of the United States against us, our officers, directors, employees or underwriters. These limitations on the forum in which stockholders may initiate action against us could create costs or, inconvenience or otherwise adversely affect our stockholders' ability to seek legal redress. If a court were to find the forum-selection provisions contained in our bylaws to be unenforceable, we may incur additional costs associated with resolving proceedings in forums other than the Court of Chancery in the State of Delaware and the federal district courts of the United States.

Our only significant asset is our ownership interest in our operating subsidiaries and such ownership may not be sufficient to pay dividends or make distributions or loans to enable us to pay any dividends on our Class A Common Stock or satisfy our other financial obligations.

We have no direct operations and no significant assets other than our ownership interest in our operating subsidiaries. We depend on our operating subsidiaries for distributions, loans and other payments to generate the funds necessary to meet our financial obligations, including our expenses as a publicly traded company, to pay any dividends with respect to our Class A Common Stock. The financial condition and operating requirements of our operating subsidiaries may limit our ability to obtain cash from our operating subsidiaries. The earnings from, or other available assets of, our operating subsidiaries may not be sufficient to pay dividends or make distributions or loans to enable us to pay any dividends on our Common Stock or satisfy our other financial obligations.

The ability of our operating subsidiaries (other than subsidiaries which have been designated as unrestricted pursuant to our ability to do so in certain limited circumstances) to make distributions, loans and other payments to us for the purposes described above and for any other purpose is governed by the terms of the Debt Agreements and will be subject to the negative covenants set forth therein. Any loans or other extensions of credit will be subject to the investment covenants under 2021 Term Loan and the Revolver (each as defined below). The "***Debt Agreements***" means, collectively: (i) the Amendment and Restatement Agreement No. 1 to First Lien Term Loan Credit Agreement, dated as of March 26, 2021, among Greenlight Acquisition Corporation, a Delaware corporation; VM Consolidated, Inc. (formerly known as ATS Consolidated, Inc.), a Delaware corporation; American Traffic Solutions, Inc., a Kansas corporation; and Lasercraft, Inc., the subsidiary guarantors party thereto, a Georgia corporation; the lenders party thereto from time to time; and Bank of America, N.A. as Administrative Agent and Collateral Agent; and (ii) the Revolving Credit Agreement, dated as of March 1, 2018, among Greenlight Acquisition Corporation, a Delaware corporation; VM Consolidated, Inc., a Delaware corporation; the other Borrowers (for this purpose only, as defined therein) party thereto from time to time; the lenders party thereto from time to time; and Bank of America, as the administrative agent and the collateral agent; and (iii) the Indenture governing VM Consolidated, Inc.'s 5.50% Senior Notes Due 2029, among VM Consolidated, Inc., Wilmington Trust, National Association, and the Guarantors named therein, dated as of March 26, 2021, in the case of each of the foregoing (i) and (ii), as amended or otherwise modified from time to time.

Our failure to be current in our SEC filings could pose significant risks to our business, each of which could materially and adversely affect our financial condition and results of operations.

Under the Exchange Act, the Company, as reporting company, is required to provide investors on a regular basis with periodic reports that contain important financial and business information. Examples of these reports include the annually filed Form 10-K and the quarterly filed Form 10-Q. The timely and complete submission of periodic reports provides investors with information to help them make informed investment decisions. Our inability to timely file our periodic reports with the SEC, as occurred with our Annual Report on Form 10-K for the fiscal year ended December 31, 2021, could have an adverse impact on our ability to, among other things, (i) access our credit facilities, (ii) attract and retain key employees, and (iii) raise funds in the public markets, any of which could materially and adversely affect our financial condition and results of operations.

If our Class A Common Stock is delisted from Nasdaq, a market for our securities may not continue, which would adversely affect the liquidity and price of our securities.

The price of our securities may vary due to general economic conditions and forecasts, our general business condition and the release of our financial reports. Additionally, if our securities are not listed on, or become delisted from, Nasdaq for any reason, including for failure to maintain compliance with rules for continued listing on Nasdaq, and are quoted on the OTC Bulletin Board or OTC Pink, an inter-dealer automated quotation system for equity securities that is not a national securities exchange, the liquidity and price of our securities may be more limited than if we were quoted or listed on Nasdaq or another national securities exchange.

Our business could be negatively affected as a result of actions of activist stockholders or others.

We may be subject to actions or proposals from stockholders or others that may not align with our business strategies or the interests of our other stockholders. Responding to such actions can be costly and time-consuming, disrupt our business and operations, and divert the attention of our Board, management, and employees from the pursuit of our business strategies. Such activities could interfere with our ability to execute our strategic plan. Activist stockholders or others may create perceived uncertainties as to the future direction of our business or strategy which may be exploited by our competitors and may make it more difficult to attract and retain qualified personnel and potential guests, and may affect our relationships with current guests, vendors, investors, and other third parties. In addition, a proxy contest for the election of directors at our annual meeting would require us to incur significant legal fees and proxy solicitation expenses and require significant time and attention by management and our Board. The perceived uncertainties as to our future direction also could affect the market price and volatility of our securities.

Risks Related to Our Vendors

Our reliance on third-party providers could have a material adverse effect on our business.

We rely heavily on third-party providers, including subcontractors, manufacturers, software vendors, software application developers, and utility and network providers, to meet their obligations to us in a timely and high-quality manner. For example, we rely on third parties such as the National Law Enforcement Telecommunications System, Polk, DMVDesk, CVR and Dealertrack to provide a direct connection to state departments of motor vehicles (and their European equivalents) and other governmental agencies with which we do not have direct relationships for the driver and other information we use in our business. Our ability to offer our solutions would be materially affected if this access was unavailable or materially restricted, or if the price we pay increased significantly. Our Government Solutions business also relies on a number of third-party manufacturers, including camera manufacturers and automated license plate recognition providers, and outsources some engineering, construction, maintenance, printing and mailing, call center, image review and event processing work. Further, if one or more tolling authorities cancels our accounts, or stops providing transponders and we are unable to obtain transponders through other sources, our Commercial Services business would be affected. Our Parking Solutions business also relies on a number of domestic and foreign third-party manufacturers in the production of our Pay Station, PARCS and PE hardware solutions, and our inability to access third-party providers could have a material adverse effect on our business.

We also outsource a meaningful percentage of our software development work to third parties. Some of our agreements with these third parties include termination rights, allowing the third party to terminate the arrangement in certain circumstances. For example, the agreements with our third-party payment processors give them the right to terminate the relationship if we fail to keep credit card chargeback and retrieval rates below certain thresholds. If any of our third-party providers are unable or unwilling to meet their obligations to us, fail to satisfy our expectations or those of our customers, including those imposed through flow-down provisions in prime contracts, or if they terminate or refuse to renew their relationships with us on substantially similar terms, we may be unable to find adequate replacements within a reasonable time frame, on favorable commercial terms or at all, and our business, financial condition and results of operations could be materially and adversely affected.

While we perform some due diligence on these third parties and take measures to ensure that they comply with applicable laws and regulations, we do not have an extensive screening or review process and ultimately cannot guarantee our third-party providers will comply with applicable laws, the terms of their agreements or flow-down requirements from our customers. Misconduct or performance deficiencies by any of our third-party providers may be perceived as misconduct or poor performance by us, cause us to fall short on our contractual obligations to our

customers or harm our reputation, any of which could have a material adverse effect on our business, financial condition and results of operations.

We rely on communications networks and information systems and any interruption could have a material adverse effect on our business.

We rely heavily on the satisfactory performance and availability of our information technology infrastructure and systems, including our websites and network infrastructure, to conduct our business. We rely on third-party communications service and system providers to provide technology services and link our systems with our customers' networks and systems, including a reliable network backbone with the necessary speed, data capacity and security. We also rely on third-party vendors, including data center, bandwidth and telecommunications equipment providers. A failure or interruption that results in the unavailability of any of our information systems or a major disruption of communications between a system and the customers we serve could disrupt the effective operation of our solutions and otherwise adversely impact our ability to manage our business effectively. We may experience system and service interruptions or disruptions for a variety of reasons, including as the result of network failures, power outages, cyber-attacks, employee errors, software errors, an unusually high volume of transactions, or localized conditions such as fire, explosions or power outages or broader geographic events such as earthquakes, storms, floods, epidemics, strikes, acts of war, civil unrest or terrorist acts. We have taken steps to mitigate our exposure to certain service disruptions by investing in redundant or blended circuits, although the redundant or blended circuits may also suffer disruption. Because we are dependent in part on independent third parties for the implementation and maintenance of certain aspects of our systems and because some of the causes of system interruptions may be outside of our control, we may not be able to remedy such interruptions in a timely manner, or at all. Any interruption or delay in or cessation of these services and systems could significantly disrupt operations, impact customers, damage our reputation, result in litigation, decrease the overall use and acceptance of our solutions, result in lost data and be costly, time consuming and difficult to remedy, any of which could have a material adverse effect on our business, financial condition and results of operations.

General Risk Factors

Uncertainty about current and future economic conditions and other adverse changes in general political conditions.

Adverse and uncertain macroeconomic conditions, including higher interest rates, inflation, slower growth or recession, barriers to trade, changes to fiscal and monetary policy, tighter credit, high unemployment, currency fluctuations, and other events beyond our control, such as economic sanctions, natural disasters, pandemics, epidemics, political instability, armed conflicts and wars, can materially adversely affect demand for our products and services. In addition, consumer spending and activities may be materially adversely affected in response to financial market volatility, negative financial news, conditions in the real estate and mortgage markets, declines in income or asset values, energy shortages and cost increases, labor and healthcare costs and other economic factors, all of which may have a negative affect on our business and results of operations.

Additionally, uncertainty about, or a decline in, global or regional economic conditions may have a significant impact on our suppliers, manufacturers, logistics providers, distributors and other partners. Potential effects on our suppliers and partners include financial instability, inability to obtain credit to finance operations, and insolvency. A downturn in the economic environment can also lead to increased credit and collectability risk on our trade receivables, the failure of derivative counterparties and other financial institutions, limitations on our ability to issue new debt, reduced liquidity, and declines in the fair value of our financial instruments. These and other economic factors can materially adversely affect our business, results of operations, financial condition and stock price.

If we fail to maintain an effective system of internal controls or identify a material weakness or significant deficiency in our internal control over financial reporting, our ability to report our financial condition and results of operations in a timely and accurate manner could be adversely affected, investor confidence in our company could diminish, and the value of our securities may decline.

As a public company, we are required to comply with Section 404 of the Sarbanes Oxley Act of 2002 ("***SOX***"), which requires, among other things, that companies maintain disclosure controls and procedures to ensure timely disclosure of material information, and that management reviews the effectiveness of those controls on a quarterly basis.

A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. While we continually undertake steps to improve our internal

control over financial reporting as our business changes, we may not be successful in making the improvements and changes necessary to be able to identify and remediate control deficiencies or material weaknesses on a timely basis.

During fiscal year 2023, we identified a material weakness in our internal controls over financial reporting related to the lack of information technology general controls to prevent the risk of management override, which we are currently working to remediate as further discussed in "*Controls and Procedures*" in *Part II, Item 9A* of this Annual Report.

Additionally, during fiscal year 2021, we identified material weaknesses in our internal controls over financial reporting related to: (i) the monitoring and control activities over the acquisition of Redflex Holdings Pty Ltd. due to the lack of sufficient qualified accounting resources to timely identify and assess accounting implications of revenue arrangements assumed as part of the acquisition and to provide adequate controls over the completeness and accuracy of inputs used in accounting for the business combination; and (ii) the design and maintenance of certain revenue and reporting controls related to a third-party application utilized in performing certain control activities and used in the preparation of our consolidated financial statements. As a result of these material weaknesses, management concluded that our internal control over financial reporting was not effective as of December 31, 2021.

During fiscal year 2021, we also identified a material weakness in our internal control over the operation of certain controls over the review of the accounting for our warrants originally issued to Gores Sponsor II, LLC in a private placement in connection with the IPO (the "***Private Placement Warrants***") related to the April 12, 2021 SEC Staff Statement on Accounting and Reporting Considerations for Warrants Issued by Special Purpose Acquisition Companies. This material weakness resulted in a material misstatement of our private placement warrant liability, change in fair value of private placement warrant liability, additional paid-in capital and accumulated deficit as of December 31, 2020 and 2019 and for years ended December 31, 2020, 2019 and 2018. We restated our consolidated financial statements as of December 31, 2020 and 2019 and for the years ended December 31, 2020, 2019 and 2018 upon completing our management's evaluation of the SEC Staff statement as a part of our remediation measures. As a result of these material weaknesses, management concluded that our internal control over financial reporting was not effective as of December 31, 2020. We completed the remediation measures related to the material weakness relating to the accounting for warrants during fiscal year 2021.

We cannot be certain that we will be able to maintain adequate controls over our financial processes and reporting in the future or that we will be able to comply with our obligations under Section 404 of SOX. If we fail to maintain the adequacy of our internal controls, we cannot assure our stockholders that we will be able to conclude in the future that we have effective internal control over financial reporting, and/or we may encounter difficulties in implementing or improving our internal controls, which could harm our operating results or cause us to fail to meet our reporting obligations. If we fail to maintain effective internal controls, investors may lose confidence in the accuracy and completeness of our financial reports, the market price of our securities may be negatively affected, and we could be subject to sanctions or investigation by regulatory authorities, such as the SEC or Nasdaq.

Continued changes in corporate governance requirements, policies and practices may impact our business.

Corporate governance, public disclosure and compliance practices continue to evolve based upon continuing legislative action, SEC rulemaking and policy positions taken by large institutional stockholders and proxy advisors. As a result, the number of rules, regulations and standards applicable to us may become more burdensome to comply with, could increase scrutiny of our practices and policies by these or other groups and increase our legal and financial compliance costs and the amount of time management must devote to governance and compliance activities. For example, the SEC has recently adopted rules requiring that issuers provide significantly increased disclosures concerning cybersecurity risk management, strategy, governance and incident reporting and adopt more stringent executive compensation clawback policies. Increasing regulatory burdens and corporate governance requirements could make it more difficult for us to attract and retain qualified members of our Board and qualified executive officers.

Litigation and other disputes and regulatory investigations could have a material adverse effect on our business.

From time to time, and as more discussed in the section entitled "*Legal Proceedings*," we may be involved in litigation and other disputes or regulatory investigations that arise in and outside the ordinary course of business. We expect that the number, frequency and significance of these matters may increase as our business expands and we

grow as a company. Litigation, disputes, or regulatory investigations may relate to, among other things, intellectual property, antitrust claims, commercial arrangements, negligence and fiduciary duty claims, vicarious liability based

upon conduct of individuals or entities outside of our control, including our third-party service providers, deceptive trade practices, claims related to invoicing, personal injury claims, claims related to licensing, general fraud claims and employment law claims, including compliance with wage and hour regulations and contractual requirements. An adverse determination may result in liability to us for the claim and may also result in the imposition of penalties and/or fines. Like other companies that handle sensitive personal and payment information, we also face the possibility of allegations regarding employee fraud or misconduct. In addition to more general litigation, at times we are also a named party in claims made against our customers, including putative class actions challenging the legality and constitutionality of automated photo enforcement and other similar programs of our Government Solutions customers and consumer fraud claims brought against our RAC customers alleging faulty disclosures regarding our services.

As a public company, we may also be subject to securities class action and stockholder derivative lawsuits. From time to time, we may also be reviewed or investigated by U.S. federal, state, or local regulators or regulators in the foreign jurisdictions in which we operate regarding similar and other matters, including tax assessments.

These investigations can be commenced at the initiative of the governmental authority or as a result of complaints by private citizens, regardless of whether the complaint has any merit. At times, we are also required to obtain licensing and permitting, including with respect to matters such as general contracting, performance of engineering services, performance of electrical work and performance of private investigative work. Although we carry general liability insurance coverage, our insurance may not cover all potential claims to which we are exposed, whether as a result of a dispute, litigation or governmental investigation, and it may not adequately indemnify us for all liability that may be imposed.

Any potential claims against us or investigation into our business and activities, whether meritorious or not, could be time consuming, result in significant legal and other expenses, require significant amounts of management time and result in the diversion of significant operational resources. Class action lawsuits can often be particularly burdensome given the breadth of claims, large potential damages and significant costs of defense. In the case of intellectual property litigation and proceedings, adverse outcomes could include the cancellation, invalidation or other loss of material intellectual property rights used in our business and injunctions prohibiting our use of business processes or technology that is subject to third-party patents or other third-party intellectual property rights. Legal or regulatory matters involving our directors, officers or employees in their individual capacities can also create exposure for us because we may be obligated or may choose to indemnify the affected individuals against liabilities and expenses they incur in connection with such matters. Regulatory investigations, including with respect to proper licensing, payment of wages, procurement practices or permitting, can also lead to enforcement actions, fines and penalties, the loss of a license or permit or the assertion of private litigation claims. Risks associated with these liabilities are often difficult to assess or quantify and their existence and magnitude can remain unknown for significant periods of time, making the amount of any legal reserves related to these legal liabilities difficult to determine and, if a reserve is established, subject to future revision. Future results of operations could be adversely affected if any reserve that we establish for a legal liability is increased or the underlying legal proceeding, investigation or other contingency is resolved for an amount in excess of established reserves. Because litigation and other disputes and regulatory investigations are inherently unpredictable, the results of any of these matters may have a material adverse effect on our business, financial condition and results of operations.

Risks related to laws and regulations and any changes in those laws could have a material adverse effect on our business.

We are subject to multiple, and sometimes conflicting, laws and regulations in the countries, states and localities in which we operate. We are required to comply with certain SEC, Nasdaq and other legal or regulatory requirements. Compliance with, and monitoring of, applicable laws, regulations and rules may be difficult, time consuming and costly.

In addition to the laws and regulations discussed elsewhere in these risk factors regarding data privacy, foreign operations and other matters, we are subject to laws regarding transportation safety, consumer protection, procurement, anti-kickback, labor and employment matters, competition and antitrust, payment processing, intellectual property, environmental matters, and other trade-related laws and regulations. Certain of our operations are also subject to oversight by the USDOT, the Federal Communications Commission, the U.S. Consumer Product Safety Commission, and the Environmental Protection Agency, as well as comparable state and local agencies, including departments of transportation, departments of motor vehicles, professional licensing authorities and offices

of inspector general. Our Government Solutions segment is also subject to laws related to the use of automated traffic enforcement, the capture, access and retention of data and matters related to government contracting.

Recent years have seen a substantial increase in the number of new laws and regulations and the rate of change and enforcement of many of these types of laws and regulations. We cannot predict the nature, scope or impact of future laws, regulatory requirements or similar standards may have on our business, whether implemented through changes to existing laws or the way they are administered or interpreted, or through entirely new regulations. Future

laws, regulations, and standards or any changed interpretation or administration of existing laws or regulations could limit the continued use or adoption of one or more of our solutions, require us to incur additional costs, impact our ability to develop and market new solutions or impact our ability to retain existing business and secure new business. We may not be able to respond in a reasonable or cost-effective manner, or at all. Even if we make what we believe are appropriate changes, there is no certainty those actions will comply.

Any alleged or actual violations of any law or regulation, change in law or regulation or changes in the interpretation of existing laws or regulations may subject us to government scrutiny, including government or regulatory investigations and enforcement actions, civil and criminal fines and penalties, and negative publicly, or otherwise have a material adverse effect on our business, financial condition and results of operations.

Our failure to properly perform under our contracts or otherwise satisfy our customers could have a material adverse effect on our business.

Our business model depends in large part on our ability to retain existing work and attract new work from existing customers. If a customer is not satisfied with our products, services or solutions or the timeliness or quality of our work, we may incur additional costs to address the problem, the profitability of that contract may be impaired, we may experience payment delays, it could do harm to our reputation and hinder our ability to win new work from prospective customers. Failure to properly transition new customers to our systems or existing customers to our different systems, properly budget transition costs or accurately estimate contract costs could also result in delays and general customer dissatisfaction. Many of our contracts may be terminated by the customer upon specified advance notice without cause. Any failure to properly perform under our contracts or meet our customers' expectations could have a material adverse effect on our business, financial condition and results of operations.

Unanticipated changes in effective tax rates or adverse outcomes resulting from examination of our income or other tax returns could adversely affect our financial condition and results of operations.

We are subject to income taxes in numerous countries, and our domestic tax liabilities are subject to the allocation of expenses in differing jurisdictions. Our future effective tax rates could be subject to volatility or adversely affected by a number of factors, including:

- changes in the valuation of our deferred tax assets and liabilities;
- expected timing and amount of the release of any tax valuation allowances;
- tax effects of stock-based compensation;
- costs related to intercompany restructurings;
- changes in tax laws, regulations or interpretations thereof; or
- lower than anticipated future earnings in jurisdictions where we have lower statutory tax rates and higher than anticipated future earnings in jurisdictions where we have higher statutory tax rates.

In addition, we are subject to audits of our income, sales and other transaction taxes by U.S. federal and state authorities, as well as foreign tax authorities. Outcomes from these audits could have an adverse effect on our financial condition and results of operations.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Our Board recognizes the importance of maintaining the trust and confidence of our customers, clients, business partners and employees. Our Board, through the Audit Committee, oversees our cybersecurity program as part of our enterprise-wide approach to risk management. Our cybersecurity policies, standards, processes and practices are fully integrated into our risk management approach and are based on recognized frameworks established by the National Institute of Standards and Technology, the International Organization for Standardization

and other applicable industry standards. In general, we seek to address cybersecurity risks through a comprehensive, cross-functional

approach that is focused on preserving the confidentiality, security and availability of the information that we collect and store by identifying, preventing and mitigating cybersecurity threats and effectively responding to cybersecurity incidents when they occur.

Risk Management and Strategy

As one of the critical elements of enterprise-wide approach to risk management, our cybersecurity program is focused on the following key areas:

Governance: As discussed in more detail under the heading "Governance" below, our cybersecurity program is led by our Vice President of Cybersecurity, who reports to our Chief Technology Officer, and is responsible for publishing cybersecurity policies and standards, conducting annual risk assessments and maintaining our compliance. Our Chief Technology Officer leads our cybersecurity team and regularly reports to our Audit Committee.

Collaboration: We have implemented a comprehensive, cross-functional approach to identifying, preventing and mitigating cybersecurity threats and incidents, while also implementing controls and procedures that provide for the prompt escalation of certain cybersecurity incidents so that decisions regarding the public disclosure and reporting of such incidents can be made by management in a timely manner. We work with third-party firms to monitor our cybersecurity environment and report findings to executive leadership, internal audit and the Audit Committee regularly.

Technical Safeguards: We deploy technical safeguards that are designed to protect our information systems from cybersecurity threats, including firewalls, intrusion prevention and detection systems, antimalware functionality and access controls, which are evaluated and improved through vulnerability assessments, certifications, audits and cybersecurity threat intelligence.

Incident Response and Recovery Planning: We have established and maintained comprehensive incident response and recovery plans that fully address our response to a cybersecurity incident, and such plans are tested and evaluated on a regular basis.

Third-Party Risk Management: We maintain a comprehensive, risk-based approach to identifying and overseeing cybersecurity risks presented by third parties, including vendors, service providers and other external users of our systems, as well as the systems of third parties that could adversely impact our business in the event of a cybersecurity incident affecting those third-party systems. Additionally, we have in place insurance coverage designed to provide coverage in connection with cybersecurity breaches, provided, however, that such insurance coverage may be insufficient to cover all insured losses or all types of claims that may arise.

Education and Awareness: We provide regular, mandatory training for personnel regarding cybersecurity threats as a means to equip our personnel with effective tools to address cybersecurity threats, and to communicate our evolving information security policies, standards, processes and practices.

We engage in the periodic assessment and testing of our policies, standards, processes and practices that are designed to address cybersecurity threats and incidents. These efforts include a wide range of activities, including audits, assessments, tabletop exercises, threat modeling, vulnerability testing and other exercises focused on evaluating the effectiveness of our cybersecurity measures and planning. We regularly engage third parties to perform assessments on our cybersecurity measures, including information security maturity assessments, audits and independent reviews of our information security control environment and operating effectiveness. The results of such assessments, audits and reviews are reported to our Board and Audit Committee by our Chief Technology Officer based on materiality. We adjust our cybersecurity policies, standards, processes and practices as necessary based on the information provided by these assessments, audits and reviews.

Governance

Our Board, through the Audit Committee, oversees our enterprise-wide approach to risk management, including the risks arising from cybersecurity threats. Our Audit Committee regularly receives presentations and reports on cybersecurity risks, which address a wide range of topics, including recent developments, evolving standards, vulnerability assessments, third-party and independent reviews, the threat environment, technological trends and information security considerations arising with respect to our peers and third parties. Our Audit Committee also receives prompt and timely information regarding any cybersecurity incident that meets established reporting thresholds, as well as ongoing updates regarding any such incident until it has been addressed. On an annual basis, our Audit Committee discusses our Company's approach to cybersecurity risk management with management.

Our Audit Committee, in connection with management led by our Chief Technology Officer and Vice President of Cybersecurity, works collaboratively across our Company to implement a program designed to protect our information systems from cybersecurity threats and to promptly respond to any cybersecurity incidents in accordance with our incident response and recovery plans. To facilitate the success of our cybersecurity risk management program, multidisciplinary teams are deployed to address cybersecurity threats and respond to cybersecurity incidents. Through ongoing communications with these teams, our Audit Committee monitors the prevention, detection, mitigation, and remediation of cybersecurity threats and incidents in real-time and report such threats and incidents to management when appropriate.

Our Vice President of Cybersecurity has served in various roles in technology leadership and cybersecurity for over 20 years. Our Chief Technology Officer has served in various roles in technology and business leadership for more than 29 years, including leading research and development for a division of 3M, a leader in designing and developing innovative products. Our Chief Executive Officer, Chief Financial Officer and Chief Legal Officer each hold undergraduate and/or graduate degrees in their respective fields, and each has experience managing risks at our Company and at similar companies including risks arising from cybersecurity threats.

Cybersecurity Threats

As of the date of this Annual Report on Form 10-K, we do not believe that any risks from cybersecurity threats, including as a result of previous cybersecurity incidents, are reasonably likely to have a material effect on us, our business strategy, results of operations, cash flows or financial condition.

Item 2. Properties

We lease all of the properties used in our business, including 108,956 square feet of office space for our corporate headquarters in Mesa, Arizona. In addition to the corporate headquarters, we lease office space in various locations for corporate and administrative purposes and multiple small warehouse locations. We do not consider any of these properties to be material to our overall business.

Item 3. Legal Proceedings

We are subject to legal and regulatory actions that arise from time to time in the ordinary course of business, and may be subject to similar or other claims in the future. Legal disputes and other claims and proceedings may relate to, among other things, intellectual property, commercial arrangements, negligence and fiduciary duty claims, vicarious liability based on conduct of individuals or entities outside of our control, including our third-party service providers, antitrust claims, deceptive trade practices, general fraud claims and employment law claims, including compliance with wage and hour regulations. In addition to more general litigation, at times we have also been a named party in claims made against our customers, including putative class actions challenging the legality and constitutionality of automated photo enforcement and other similar programs of our Government Solutions customers, and consumer fraud claims brought against us and our Commercial Services customers alleging faulty disclosures regarding our services. From time to time, we may also be reviewed or investigated by U.S. federal, state or local regulators or regulators in the foreign jurisdictions in which we operate regarding these and other matters, including proper licensing and tax assessments. All litigation is inherently unpredictable and we could incur judgments or enter into settlements or claims in the future that could materially impact our results.

On November 2, 2020, PlusPass, Inc. ("***PlusPass***") commenced an action in the United States District Court, Central District of California, against Verra Mobility, The Gores Group LLC, Platinum Equity LLC and ATS Processing Services, Inc., alleging civil violations of Section 7 of the Clayton Antitrust Act of 1914 and Sections 1 and 2 of the Sherman Act. In February 2024, Verra Mobility and PlusPass entered into a confidential business arrangement pursuant to which Verra Mobility (i) acquired certain assets from PlusPass and (ii) fully and finally resolved all litigation and disputes between the parties. Verra Mobility accrued $31.5 million for this matter at December 31, 2023, which is presented within selling, general and administrative expenses in the consolidated statements of operations for the year ended December 31, 2023. For more information, please refer to Note 18, *Subsequent Events*, in "Item 8, *Financial Statements and Supplementary Data.*"

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information

Our Class A Common Stock is currently quoted on Nasdaq under the symbol "VRRM".

The following table sets forth the high and low sales prices per share of our Class A Common Stock as reported on Nasdaq for the two most recent fiscal years:

	Fiscal Year 2023		Fiscal Year 2022	
	High	Low	High	Low
First Quarter	$ 17.87	$ 13.48	$ 18.13	$ 14.10
Second Quarter	$ 19.82	$ 16.22	$ 16.73	$ 12.70
Third Quarter	$ 21.54	$ 17.04	$ 17.31	$ 14.92
Fourth Quarter	$ 23.29	$ 18.62	$ 17.60	$ 12.76

Holders of Record

As of February 23, 2024, we had eight holders of record of our Class A Common Stock. Because many of our shares of Class A Common Stock are held by brokers and other institutions on behalf of stockholders, we are unable to estimate the total number of stockholders represented by these record holders.

Warrants

As of December 31, 2022, there were warrants outstanding to acquire 19,999,967 shares of our Class A Common Stock including: (i) 6,666,666 Private Placement Warrants; and (ii) 13,333,301 warrants issued in connection with the IPO (the "***Public Warrants***" and, together with the Private Placement Warrants, the "***Warrants***"). The Warrants had a five-year term and expired in October 2023, unless they were redeemed or exercised prior to expiration.

During the fiscal year ended December 31, 2023, we processed the exercise of 19,999,333 Warrants in exchange for the issuance of 16,273,406 shares of Class A Common Stock. There were 14,035,449 shares issued in exchange for cash-basis warrant exercises resulting in the receipt of $161.4 million in cash proceeds as of December 31, 2023. The remaining Warrant exercises were completed on a cashless basis. In addition, we redeemed 634 Public Warrants at a price of $0.01 per warrant, as the last sale price of the Class A Common Stock was equal to or exceeded $18.00 per share for 20 trading days within a 30 trading-day period before we sent the notice of redemption to the Warrant holders. As of December 31, 2023, all Warrants were either exercised by the holder or redeemed by the Company.

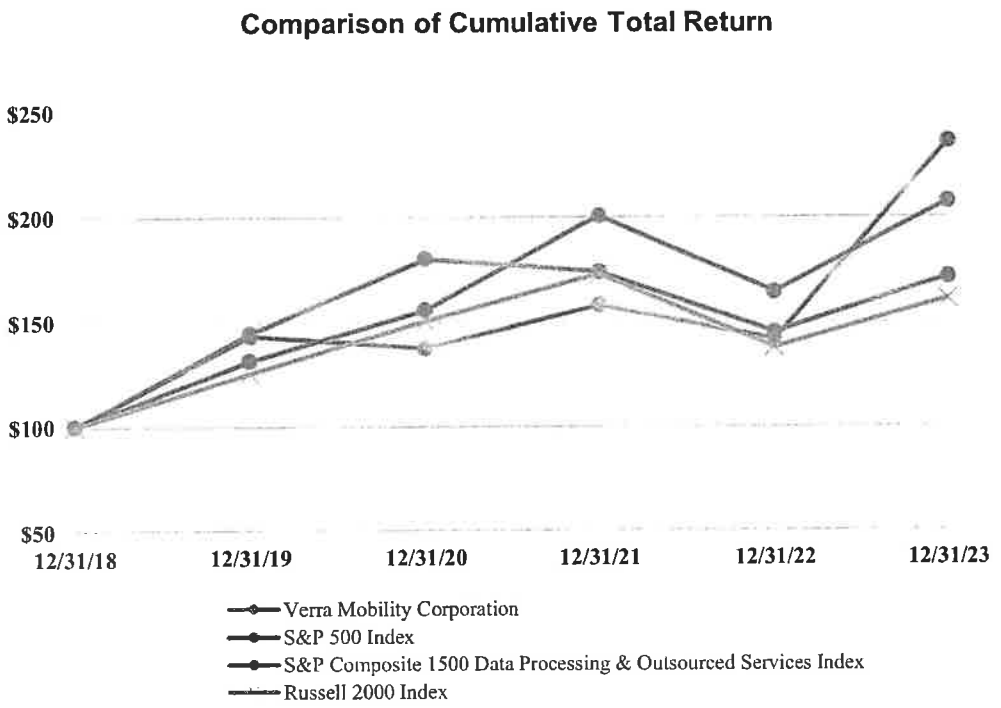
Dividends

We have not paid any cash dividends on our Class A Common Stock to date. The payment of cash dividends in the future will be dependent upon our revenues and earnings, if any, capital requirements and general financial condition. The payment of any cash dividends is within the discretion of our Board. In addition, our Board is not currently contemplating and does not anticipate declaring any stock dividends in the foreseeable future. Further, our ability to declare dividends is limited by restrictive covenants in the agreements governing our indebtedness.

Securities Authorized for Issuance Under Equity Compensation Plans

The information required by this item with respect to our equity compensation plans is incorporated by reference to our proxy statement for the 2024 annual meeting of stockholders.

Stock Performance Graph



The graph above compares the cumulative total return on our Class A Common Stock with that of the S&P 500 Index, the S&P Composite 1500 Data Processing & Outsourced Services Index and the Russell 2000 Index. The period shown commences on December 31, 2018 and ends on December 31, 2023, the end of our last fiscal year. The graph assumes an investment of $100 in each of the above on the close of market on December 31, 2018. We did not declare or pay any dividends on our Class A Common Stock during the comparison period. The stock performance graph is not necessarily indicative of future price performance.

This performance graph is not deemed to be incorporated by reference into any of our other filings under the Exchange Act, or the Securities Act, except to the extent we specifically incorporate it by reference into such filings.

Recent Sales of Unregistered Securities and Use of Proceeds

None.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

In November 2022, our Board of Directors authorized a share repurchase program for up to an aggregate amount of $100.0 million of our outstanding shares of Class A Common Stock over an 18-month period in open market, ASR or privately negotiated transactions, each as permitted under applicable rules and regulations, any of which may use pre-arranged trading plans that are designed to meet the requirements of Rule 10b5-1 of the Exchange Act.

We paid $8.1 million to repurchase 449,432 shares of our Class A Common Stock through open market transactions during the third quarter of fiscal year 2023, which we subsequently retired. On September 5, 2023, we used the remaining availability under the share repurchase program for an ASR and paid approximately $91.9 million to receive an initial delivery of 4,131,551 shares of our Class A Common Stock in accordance with an ASR agreement with a third-party financial institution. The final settlement occurred on January 12, 2024, at which time,

we received 534,499 additional shares calculated using a volume-weighted average price over the term of the ASR agreement.

There were no repurchases of our Class A Common Stock during the three months ended December 31, 2023. We paid a total of $100.0 million for share repurchases during the twelve months ended December 31, 2023.

On October 30, 2023, our Board of Directors authorized a new share repurchase program for up to an aggregate amount of $100.0 million of our outstanding shares of Class A Common Stock over an 18-month period, in open market, ASR or privately negotiated transactions. The level at which we repurchase depends on a number of factors, including our financial condition, capital requirements, cash flows, results of operations, future business prospects and other factors that our management may deem relevant. The timing, volume and nature of repurchases are subject to market conditions, applicable securities laws and other factors and may be amended, suspended or discontinued at any time. We have not yet repurchased shares under this program.

Earn-Out under Merger Agreement

Under the Merger Agreement, the Platinum Stockholder was entitled to receive additional shares of Class A Common Stock (the "***Earn-Out Shares***") if the volume weighted average closing sale price of one share of Class A Common Stock on the Nasdaq exceeded certain thresholds for a period of at least 10 days out of 20 consecutive trading days at any time during the five-year period following the closing of the Business Combination (the "***Common Stock Price***").

The Earn-Out Shares were issued by the Company to the Platinum Stockholder upon meeting the below Common Stock Price Thresholds (each, a "***Triggering Event***"):

Common Stock Price Thresholds	One-time Issuance of Shares
> $13.00 [(a)]	2,500,000
> $15.50 [(a)]	2,500,000
> $18.00 [(a)]	2,500,000
> $20.50 [(a)]	2,500,000

(a) All four tranches of Earn-Out Shares have been issued, as discussed below.

We estimated the original fair value of the contingently issuable shares to be $73.15 million, which was not subject to future revisions during the five-year period discussed above. We used a Monte Carlo simulation option-pricing model to arrive at our original estimate. Each tranche was valued separately giving specific consideration to the tranche's price target. The simulation considered volatility and risk-free rates utilizing a peer group based on a five-year term. This was initially recorded as a distribution to shareholders and was presented as common stock contingent consideration. Upon the occurrence of each Triggering Event, any issuable shares were transferred from common stock contingent consideration to common stock and additional paid-in capital accounts.

On April 26, 2019, January 27, 2020, June 14, 2023, and July 26, 2023, the Triggering Events for the issuance of the first, second, third, and fourth tranches of Earn-Out Shares occurred, as the volume weighted average closing sale price per share of our Class A Common Stock as of that date had been greater than $13.00, $15.50, $18.00, and $20.50, respectively, for 10 out of 20 consecutive trading days. These Triggering Events resulted in the issuance of an aggregate 10,000,000 shares of our Class A Common Stock to the Platinum Stockholder and an increase in our common stock and additional paid-in capital accounts of $73.15 million, with a corresponding decrease to the common stock contingent consideration account. At December 31, 2023, there are no shares that remain contingently issuable under the earn-out provided by the Merger Agreement.

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read together with the consolidated financial statements and the related notes that are included in Item 8 of Part II of this Annual Report. This Item generally discusses fiscal years 2023 and 2022 items and year-to-year comparisons between 2023 and 2022. Discussions of 2021 items and year-to-year comparisons between fiscal years 2022 and 2021 are not included, and can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022, which specific discussions and comparisons are incorporated herein by reference.

Business Overview

We are a leading provider of smart mobility technology solutions, principally operating throughout the United States, Australia, Europe and Canada. We make transportation safer, smarter and more connected through our integrated, data-driven solutions, including toll and violations management, title and registration services, automated safety and traffic enforcement and commercial parking management. We bring together vehicles, hardware, software, data and people to solve transportation challenges for customers around the world, including commercial fleet owners such as RACs, Direct Fleets and FMCs, as well as governments, universities, parking operators, healthcare facilities, transportation hubs and other violation-issuing authorities. Our vision is to continue to develop and use technology and data intelligence to make transportation safer, smarter and more connected globally.

Executive Summary

We operate under long-term contracts and a highly reoccurring service revenue model. We continue to execute our strategy to grow revenue organically year over year and focus on initiatives that support our long-term vision. During the periods presented, we:

- Increased total revenue by $75.7 million, or 10%, from $741.6 million in fiscal year 2022 to $817.3 million in fiscal year 2023. The increase was mainly due to service revenue resulting from increased travel volume and higher adoption of the all-inclusive product offering in the Commercial Services segment and expansion of speed programs in the Government Solutions segment.
- Generated cash flows from operating activities of $206.1 million and $218.3 million for fiscal years 2023 and 2022, respectively. Our cash on hand was $136.3 million as of December 31, 2023.
- Used existing cash on hand of $100.0 million during fiscal year 2023 to repurchase shares authorized under a 2022 repurchase program, and authorized a new share repurchase program for $100.0 million during October 2023. No shares have been repurchased under the new program.
- Continued to focus on debt management and lowering our exposure to higher interest rates, and as a result, made early repayments totaling $172.5 million on our 2021 Term Loan during fiscal year 2023.

Recent Events

Share Repurchases

We paid $8.1 million to repurchase 449,432 shares of our Class A Common Stock through open market transactions during the third quarter of fiscal year 2023, which we subsequently retired. On September 5, 2023, we used the remaining availability under the share repurchase program for an ASR and paid approximately $91.9 million to receive an initial delivery of 4,131,551 shares of our Class A Common Stock in accordance with an ASR agreement with a third-party financial institution. The final settlement occurred on January 12, 2024, at which time, we received 534,499 additional shares calculated using a volume-weighted average price over the term of the ASR agreement. We paid a total of $100.0 million for share repurchases during the twelve months ended December 31, 2023.

On October 30, 2023, our Board of Directors authorized a new share repurchase program for up to an aggregate amount of $100.0 million of our outstanding shares of Class A Common Stock over the next eighteen months. The level at which we repurchase depends on a number of factors, including our financial condition, capital requirements.

cash flows, results of operations, future business prospects and other factors that our management may deem relevant. The timing, volume and nature of repurchases are subject to market conditions, applicable securities laws and other factors and may be amended, suspended or discontinued at any time. We have not yet repurchased shares under this program.

Warrants

During fiscal year 2023, we processed the exercise of 19,999,333 Warrants in exchange for the issuance of 16,273,406 shares of Class A Common Stock. There were 14,035,449 shares issued in exchange for cash-basis warrant exercises resulting in the receipt of $161.4 million in cash proceeds in fiscal year 2023, and the remaining Warrant exercises were completed on a cashless basis. In addition, there were 634 Public Warrants that were redeemed and as a result, there are no outstanding Warrants as of the date hereof.

Segments

We have three operating and reportable segments, Commercial Services, Government Solutions and Parking Solutions:

- Our Commercial Services segment offers toll and violation management solutions and title and registration services for commercial fleet customers, including RACs, Direct Fleets and FMCs in North America. In Europe, we provide tolling and violations processing services.

- Our Government Solutions segment offers photo enforcement solutions and services to its customers. We provide complete, end-to-end speed, red-light, school bus stop arm and bus lane enforcement solutions, principally within the United States and Canada. Our international operations primarily involve the sale of traffic enforcement products and related maintenance services.

- Our Parking Solutions segment provides an integrated suite of parking software, transaction processing and hardware solutions to universities, municipalities, healthcare facilities and commercial parking operators in the United States and Canada.

Segment performance is based on revenues and income from operations before depreciation, amortization, and stock-based compensation. The measure also excludes interest expense, net, income taxes and certain other transactions and is inclusive of other income, net.

Primary Components of Our Operating Results

Revenues

Service Revenue. Our Commercial Services segment generates service revenue primarily through the operation and management of tolling programs and processing violations for RACs, FMCs and other large fleet customers. These solutions are full-service offerings by which we enroll the license plates of our customers' vehicles and transponders with tolling authority accounts, pay tolls and violations on the customers' behalf and, through proprietary technology, integrate with customer data to match the toll or violation to the driver and then bill the driver (or our customer, as applicable) for use of the service. The cost of certain tolls, violations and our customers' share of administration fees are netted against revenue. We also generate service revenue in our Commercial Services segment through processing titles and registrations.

Our Government Solutions segment generates service revenue through the operation and maintenance of photo enforcement systems. Revenue drivers in this segment include the number of systems installed and the monthly revenue per system. Ancillary service revenue is generated in our Government Solutions segment from payment processing, pass-through fees for collection expense, and other fees.

Our Parking Solutions segment generates service revenue mainly from offering software as a service, subscription fees, professional services and citation processing services related to parking management solutions to its customers.

Product Sales. Product sales are generated by the sale of photo enforcement equipment in the Government Solutions segment and specialized hardware in the Parking Solutions segment. Customer buying patterns vary greatly from period to period related to product sales.

Costs and Expenses

Cost of Service Revenue, Excluding Depreciation and Amortization. Cost of service revenue, excluding depreciation and amortization consists of recurring service costs, collection and other third-party costs in our segments.

Cost of Product Sales. Cost of product sales consists of the cost to acquire and install photo enforcement equipment purchased by Government Solutions customers and costs to develop hardware sold to Parking Solutions customers.

Operating Expenses. Operating expenses primarily include payroll and payroll-related costs (including stock-based compensation), subcontractor costs, payment processing and other operational costs, including print, postage and communication costs.

Selling, General and Administrative Expenses. Selling, general and administrative expenses include payroll and payroll-related costs (including stock-based compensation), real estate lease expense, insurance costs, professional services fees, acquisition costs and general corporate expenses.

Depreciation, Amortization and (Gain) Loss on Disposal of Assets, Net. Depreciation, amortization and (gain) loss on disposal of assets, net includes depreciation on property, plant and equipment, and amortization of definite-lived intangible assets. This line item also includes any one-time gains or losses incurred in connection with the disposal of certain assets.

Interest Expense, Net. This includes interest expense and amortization of deferred financing costs and discounts and is net of interest income.

Change in Fair Value of Private Placement Warrants. Change in fair value of private placement warrants consists of liability adjustments related to the Private Placement Warrants originally issued to Gores Sponsor II, LLC re-measured to fair value at the end of each reporting period, and the final re-measurement upon their exercise.

Tax Receivable Agreement Liability Adjustment. This consists of adjustments made to our tax receivable agreement liability due to changes in estimates.

Loss (Gain) on Interest Rate Swap. Loss (gain) on interest rate swap relates to the changes associated with the derivative instrument re-measured to fair value at the end of each reporting period and the related periodic cash payments.

Loss (Gain) on Extinguishment of Debt. Loss (gain) on extinguishment of debt consists of losses from the write-off of pre-existing original issue discounts and deferred financing costs associated with debt extinguishment, and any gains recognized as a result of loan forgiveness.

Other Income, Net. Other income, net primarily consists of volume rebates earned from total spend on purchasing cards, gains or losses on foreign currency transactions and other non-operating expenses.

Results of Operations

Fiscal Year 2023 Compared to Fiscal Year 2022

The following table sets forth our statements of operations data and expresses each item as a percentage of total revenue for the periods presented as well as the changes between periods. The tables and information provided in this section were derived from exact numbers and may have immaterial rounding differences.

	Year Ended December 31,					
			Percentage of Revenue		Increase (Decrease) 2023 vs 2022	
($ in thousands)	2023	2022	2023	2022	$	%
Service revenue	$ 783,595	$ 695,218	95.9%	93.7%	$ 88,377	12.7%
Product sales	33,715	46,380	4.1%	6.3%	(12,665)	(27.3)%
Total revenue	817,310	741,598	100.0%	100.0%	75,712	10.2%
Cost of service revenue, excluding depreciation and amortization	18,232	16,330	2.2%	2.2%	1,902	11.6%
Cost of product sales	25,231	30,932	3.1%	4.2%	(5,701)	(18.4)%
Operating expenses	273,288	226,324	33.4%	30.5%	46,964	20.8%
Selling, general and administrative expenses	198,550	163,133	24.3%	22.0%	35,417	21.7%
Depreciation, amortization and (gain) loss on disposal of assets, net	113,195	140,174	13.9%	18.9%	(26,979)	(19.2)%
Total costs and expenses	628,496	576,893	76.9%	77.8%	51,603	8.9%
Income from operations	188,814	164,705	23.1%	22.2%	24,109	14.6%
Interest expense, net	86,701	69,372	10.6%	9.4%	17,329	25.0%
Change in fair value of private placement warrants	24,966	(14,400)	3.1%	(2.0)%	39,366	(273.4)%
Tax receivable agreement liability adjustment	(3,077)	(720)	(0.4)%	(0.1)%	(2,357)	327.4%
Loss (gain) on interest rate swap	817	(996)	0.1%	(0.1)%	1,813	(182.0)%
Loss (gain) on extinguishment of debt	3,533	(3,005)	0.4%	(0.4)%	6,538	(217.6)%
Other income, net	(11,123)	(12,654)	(1.3)%	(1.7)%	1,531	(12.1)%
Total other expenses	101,817	37,597	12.5%	5.1%	64,220	170.8%
Income before income taxes	86,997	127,108	10.6%	17.1%	(40,111)	(31.6)%
Income tax provision	29,982	34,633	3.6%	4.6%	(4,651)	(13.4)%
Net income	$ 57,015	$ 92,475	7.0%	12.5%	$ (35,460)	(38.3)%

Service Revenue. Service revenue increased by $88.4 million, or 12.7%, to $783.6 million for fiscal year 2023 from $695.2 million in fiscal year 2022, representing 95.9% and 93.7% of total revenue, respectively. The following table depicts service revenue by segment:

	Year Ended December 31,					
			Percentage of Revenue		Increase (Decrease) 2023 vs 2022	
($ in thousands)	2023	2022	2023	2022	$	%
Service revenue						
Commercial Services	$ 372,786	$ 325,971	45.6%	44.0%	$ 46,815	14.4%
Government Solutions	344,034	307,639	42.1%	41.4%	36,395	11.8%
Parking Solutions	66,775	61,608	8.2%	8.3%	5,167	8.4%

Total service revenue	$ 783,595	$ 695,218	95.9%	93.7%	$ 88,377	12.7%

Commercial Services service revenue includes mainly toll and violation management revenues from RACs and FMCs. Commercial Services service revenue increased by $46.8 million, or 14.4%, from $326.0 million in fiscal year 2022 to $372.8 million in fiscal year 2023. This increase was primarily due to increased travel volume and related tolling activity compared to the prior year which was still recovering from the COVID-19 pandemic, especially during January and February of 2022. An increase in the volume of tolls incurred by RAC vehicles along with the continued adoption of the all-inclusive fee structure, shifting from an incidental or daily usage rate by our large RAC customers,

contributed to a $41.7 million growth in revenue. In addition, the increase in enrolled vehicles as well as higher tolling activity for our FMC customers contributed to a $9.9 million growth in revenue during the year ended December 31, 2023, compared to the same period in 2022. These increases were partially offset by lower revenue generated from processing titles and registrations compared to the prior year.

Government Solutions service revenue includes revenue from speed, red-light, school bus stop arm and bus lane photo enforcement systems. Service revenue increased by $36.4 million to $344.0 million in fiscal year 2023 compared to $307.6 million in fiscal year 2022. The increase was primarily driven by the expansion of speed programs, as speed is the largest product in this segment and contributed approximately $29.9 million to the service revenue increase this year. The remaining increase is attributable to expansions across red-light, school bus stop arm and bus lane programs.

Parking Solutions service revenue increased by $5.2 million to $66.8 million in fiscal year 2023 compared to $61.6 million in fiscal year 2022. The increase was primarily due to increased revenue from professional services, software as a service product offerings and citation processing services related to parking management solutions.

Product Sales. Product sales decreased approximately $12.7 million year over year and were $33.7 million and $46.4 million for fiscal years 2023 and 2022, respectively. The decrease was primarily due to a $14.7 million decrease in product sales to Government Solutions customers, offset by a $2.0 million growth in the Parking Solutions segment. Customer buying patterns vary greatly from period to period related to product sales.

Cost of Service Revenue, Excluding Depreciation and Amortization. Cost of service revenue, excluding depreciation and amortization increased from $16.3 million for fiscal year 2022 to $18.2 million for fiscal year 2023. The $1.9 million increase was mainly due to increased recurring service costs in the Parking Solutions segment.

Cost of Product Sales. Cost of product sales decreased year over year and was $25.2 million and $30.9 million for the fiscal years 2023 and 2022, respectively. The decrease was in line with the decrease in product sales in the Government Solutions segment offset by an increase in cost in the Parking Solutions segment.

Operating Expenses. Operating expenses increased by $47.0 million, or 20.8%, from $226.3 million for fiscal year 2022 to $273.3 million in fiscal year 2023. The increase in 2023 was primarily attributable to increases of $25.3 million in wages expense, $5.2 million for subcontractor costs, $5.2 million of recurring service costs, $4.8 million of operational equipment costs and $4.1 million of information technology costs compared to the prior period. Operating expenses as a percentage of total revenue increased from 30.5% to 33.4% in fiscal years 2022 and 2023, respectively. The following table presents operating expenses by segment:

	Year Ended December 31,					
			Percentage of Revenue		Increase (Decrease) 2023 vs 2022	
($ in thousands)	2023	2022	2023	2022	$	%
Operating expenses						
Commercial Services	$ 83,828	$ 72,328	10.3%	9.8%	$ 11,500	15.9%
Government Solutions	168,736	139,961	20.6%	18.9%	28,775	20.6%
Parking Solutions	18,236	12,905	2.2%	1.7%	5,331	41.3%
Total operating expenses before stock-based compensation	270,800	225,194	33.1%	30.4%	45,606	20.3%
Stock-based compensation	2,488	1,130	0.3%	0.1%	1,358	120.2%
Total operating expenses	$ 273,288	$ 226,324	33.4%	30.5%	$ 46,964	20.8%

Selling, General and Administrative Expenses. Selling, general and administrative expenses increased by $35.4 million to approximately $198.6 million for fiscal year 2023 compared to $163.1 million for fiscal year 2022. The increase is primarily due to a $31.5 million legal settlement, $5.1 million in higher wage expenses, and increases in other general expenses, which are partially offset by a decrease in $5.4 million of credit loss expense

based on customer payment trends in the last 12 months and lower stock-based compensation expense compared to prior year. Selling, general and administrative expenses as a percentage of total revenue increased from 22.0% to 24.3% in fiscal

years 2022 and 2023, respectively. The following table presents selling, general and administrative expenses by segment:

	Year Ended December 31,					
			Percentage of Revenue		Increase (Decrease) 2023 vs 2022	
($ in thousands)	2023	2022	2023	2022	$	%
Selling, general and administrative expenses						
Commercial Services	$ 61,607	$ 56,105	7.5%	7.5%	$ 5,502	9.8%
Government Solutions	62,597	61,235	7.7%	8.3%	1,362	2.2%
Parking Solutions	23,988	27,104	2.9%	3.7%	(3,116)	(11.5)%
Corporate and other	35,370	3,156	4.4%	0.4%	32,214	1020.7%
Total selling, general and administrative expenses before stock-based compensation	183,562	147,600	22.5%	19.9%	35,962	24.4%
Stock-based compensation	14,988	15,533	1.8%	2.1%	(545)	(3.5)%
Total selling, general and administrative expenses	$ 198,550	$ 163,133	24.3%	22.0%	$ 35,417	21.7%

Depreciation, Amortization and (Gain) Loss on Disposal of Assets, Net. Depreciation, amortization and (gain) loss on disposal of assets, net, decreased by $27.0 million to $113.2 million for 2023 from $140.2 million for 2022. This was mainly due to certain non-compete and developed technology intangible assets being fully amortized in fiscal year 2023 as compared to the prior year. This decrease was partially offset by an increase in depreciation expense in fiscal year 2023.

Interest Expense, Net. Interest expense, net increased by $17.3 million from $69.4 million in fiscal year 2022 to $86.7 million in fiscal year 2023. This increase is primarily attributable to higher interest rates in 2023 compared to 2022. The average variable interest rate on the 2021 Term Loan was approximately 350 basis points higher for the twelve months ended December 31, 2023 compared to the prior period. See "*Liquidity and Capital Resources*" below.

Change in Fair Value of Private Placement Warrants. We recorded a loss of $25.0 million and a gain of $14.4 million in fiscal years 2023 and 2022, respectively, related to the changes in fair value of our Private Placement Warrants which were accounted for as liabilities on our consolidated balance sheets. The change in fair value was the result of re-measurement of the liability at the end of each reporting period, and the final re-measurement upon their exercise.

Tax Receivable Agreement Liability Adjustment. We recorded a gain of approximately $3.1 million in fiscal year 2023 as a result of tax settlement adjustments related to a previous acquisition. We recorded a gain of $0.7 million in fiscal year 2022 as a result of lower estimated state tax rates due to changes in apportionment.

Loss (Gain) on Interest Rate Swap. We recorded a $0.8 million loss in fiscal year 2023 of which approximately $1.1 million related to the monthly cash payments on the interest rate swap net of $(0.3) million associated with the derivative instrument re-measured to fair value at the end of the reporting period. We recorded a $1.0 million gain in fiscal year 2022 associated with the derivative instrument re-measured to fair value at the end of the reporting period.

Loss (Gain) on Extinguishment of Debt. We recorded a $3.5 million loss on extinguishment of debt during the year ended December 31, 2023 related to the write-off of pre-existing deferred financing costs and discounts in connection with the early repayment of $172.5 million on the 2021 Term Loan. Gain on extinguishment of debt was $3.0 million for the year ended December 31, 2022 related to the forgiveness of the PPP loan, discussed below.

Other Income, Net. Other income, net was $11.1 million in fiscal year 2023 compared to $12.7 million in fiscal year 2022. The decrease was primarily due to a $5.6 million tax settlement payment related to a prior year

acquisition, partially offset by an increase in volume rebates earned from total spend on purchasing cards from increased tolling and travel activity.

Income Tax Provision. Income tax provision was $30.0 million representing an effective tax rate of 34.5% for fiscal year 2023 compared to $34.6 million, representing an effective tax rate of 27.2% for fiscal year 2022. Our effective tax rate for 2023 was higher compared to 2022 primarily due to a decrease in pre-tax income in 2023 combined with the impact of permanent differences related to the mark-to-market adjustment on the Private Placement Warrants and the adjustments to the carrying value of our tax receivable agreement liability.

Net Income. We had net income of $57.0 million for fiscal year 2023 compared to a net income of $92.5 million for 2022. The $35.5 million decrease in net income was primarily due to the change in the fair value of the Private Placement Warrants liability, legal settlement and higher interest expenses recorded in fiscal year 2023 and the other statement of operations activity discussed above.

Liquidity and Capital Resources

Our principal sources of liquidity are cash flows from operations and the available borrowing under our Revolver (defined below).

We believe that our existing cash and cash equivalents, cash flows provided by operating activities and our ability to borrow under our Revolver (as defined below) will be sufficient to meet operating cash requirements, service debt obligations and fund potential share repurchases for at least the next 12 months and thereafter for the foreseeable future. Our ability to generate sufficient cash from our operating activities depends on our future performance, which is subject to general economic, political, financial, competitive and other factors beyond our control. In addition, our future capital expenditures and other cash requirements could be higher than currently expected due to various factors, including any expansion of our business or strategic acquisitions. Should we pursue strategic acquisitions, we may need to raise additional capital, which may be in the form of additional long-term debt, borrowing on our Revolver, or equity financings, all of which may not be available to us on favorable terms or at all.

We have the ability to borrow under our Revolver to meet obligations as they come due. As of December 31, 2023, we had $74.8 million available for borrowing, net of letters of credit, under our Revolver. Our cash on hand was $136.3 million as of December 31, 2023.

We have incurred significant long-term debt as a result of acquisitions completed in prior years. We made early repayments totaling $172.5 million on our 2021 Term Loan during the fiscal year ended December 31, 2023. Subsequent to December 31, 2023, we amended the 2021 Term Loan agreement to refinance the entire outstanding amount under the 2021 Term Loan. In connection with the amended 2021 Term Loan agreement, the interest rate was reduced and the credit spread adjustment was eliminated. See Note 18, *Subsequent Events*, in Item 8, *Financial Statements and Supplementary Data*, for additional information.

At December 31, 2023, the tax receivable agreement liability was approximately $53.5 million. We expect to make payments of approximately $5.0 million per year for the next 11 years.

Share Repurchases

In November 2022, our Board of Directors authorized a share repurchase program for up to an aggregate amount of $100.0 million of our outstanding shares of Class A Common Stock over an 18-month period in open market, ASR or privately negotiated transactions, each as permitted under applicable rules and regulations, any of which may use pre-arranged trading plans that are designed to meet the requirements of Rule 10b5-1 of the Exchange Act.

We paid $8.1 million to repurchase 449,432 shares of our Class A Common Stock through open market transactions during the third quarter of fiscal year 2023, which we subsequently retired. On September 5, 2023, we used the remaining availability under the share repurchase program for an ASR and paid approximately $91.9 million to receive an initial delivery of 4,131,551 shares of our Class A Common Stock in accordance with an ASR agreement with a third-party financial institution. The final settlement occurred on January 12, 2024, at which time, we received 534,499 additional shares calculated using a volume-weighted average price over the term of the ASR

agreement. We paid a total of $100.0 million for share repurchases during the twelve months ended December 31, 2023.

On October 30, 2023, our Board of Directors authorized a new share repurchase program for up to an aggregate amount of $100.0 million of our outstanding shares of Class A Common Stock over an 18-month period in open market, ASR or privately negotiated transactions. The level at which we repurchase depends on a number of factors, including our financial condition, capital requirements, cash flows, results of operations, future business prospects and other factors that our management may deem relevant. The timing, volume and nature of repurchases are subject to market conditions, applicable securities laws and other factors and may be amended, suspended or discontinued at any time. We have not yet repurchased shares under this program.

Warrants

During fiscal year 2023, we processed the exercise of 19,999,333 Warrants in exchange for the issuance of 16,273,406 shares of Class A Common Stock. There were 14,035,449 shares issued in exchange for cash-basis warrant exercises resulting in the receipt of $161.4 million in cash proceeds in fiscal year 2023, and the remaining Warrant exercises were completed on a cashless basis. In addition, there were 634 Public Warrants that were redeemed and as a result, there are no outstanding Warrants as of the date hereof.

Concentration of Credit Risk

The NYCDOT represented 18% and 22% of total accounts receivable, net as of December 31, 2023 and 2022, respectively. There is no material reserve related to NYCDOT open receivables as amounts are deemed collectible based on current conditions and expectations. The NYCDOT represented 16.9% and 19.5% of total revenue for the years ended December 31, 2023 and 2022, respectively. Our contract with NYCDOT expires December 31, 2024 and we anticipate the next contract will be subject to a competitive procurement process. The loss of this contract or the renewed contract at significantly reduced pricing could have a material adverse impact on our business.

The following table sets forth certain captions on our statements of cash flows for the respective periods:

	For the Year Ended December 31,	
($ in thousands)	2023	2022
Net cash provided by operating activities	$ 206,101	$ 218,337
Net cash used in investing activities	(58,290)	(48,592)
Net cash used in financing activities	(117,793)	(164,932)

Cash Flows from Operating Activities

Cash provided by operating activities decreased by $12.2 million, from $218.3 million in 2022 to $206.1 million in 2023. Net income decreased $35.5 million from $92.5 million in 2022 compared to $57.0 million in 2023 primarily due to an increase in interest expense year over year. The adjustments to net income included increases of $50.2 million from changes in the fair value of private placement warrants, loss (gain) on extinguishment of debt and impairment of long-lived assets and ROU assets year over year, partially offset by decreases of $40.7 million from lower amortization, credit loss expense and changes in deferred income taxes year over year. The aggregate changes in operating assets and liabilities increased by $18.1 million in 2023 primarily due to a legal settlement accrual and increase in other current liabilities, partially offset by an increase in accounts receivable balances mainly in our Commercial Services business.

Cash Flows from Investing Activities

Cash used in investing activities in 2023 and 2022 was primarily related to purchases of installation and service parts and property and equipment mainly in our Government Solutions business of $57.0 million and $48.2 million, respectively.

Cash Flows from Financing Activities

Cash used in financing activities was $117.8 million in 2023 mainly due to early repayments totaling $172.5 million on our 2021 Term Loan and $100.0 million of share repurchases, which were partially offset by $161.4 million of proceeds from the exercise of warrants issued in connection with the IPO.

Cash used in financing activities was $164.9 million in 2022 mainly due to share repurchases for $125.1 million in the second and third quarters of 2022, the repayment of $25.0 million of borrowing on the Revolver (defined below) in January 2022 and the quarterly principal payments on the 2021 Term Loan.

Long-term Debt

2021 Term Loan

In March 2021, VM Consolidated, our wholly owned subsidiary, entered into an Amendment and Restatement Agreement No.1 to the First Lien Term Loan Credit Agreement (the "***2021 Term Loan***") with a syndicate of lenders. The 2021 Term Loan has an aggregate borrowing of $900.0 million, maturing on March 24, 2028, which includes the incremental borrowing of $250.0 million in December 2021 as a result of exercising the accordion feature available under the agreement. In connection with the 2021 Term Loan borrowings, we had $4.6 million of offering discount costs and $4.5 million in deferred financing costs, both of which were capitalized and are being amortized over the remaining life of the 2021 Term Loan.

During fiscal year 2023, we made early repayments of $172.5 million on the 2021 Term Loan and as a result, the total principal outstanding was $704.6 million as of December 31, 2023. We recognized losses on extinguishment of debt of $3.5 million and $5.3 million for fiscal years 2023 and 2021, respectively, related to the write-off of pre-existing deferred financing costs and discounts, and lender and third-party costs.

The 2021 Term Loan is repayable at 1.0% per annum of the amount initially borrowed, paid in quarterly installments. It bears interest based, at our option, on either (1) LIBOR plus an applicable margin of 3.25% per annum, or (2) an alternate base rate plus an applicable margin of 2.25% per annum. In March 2023, we amended our 2021 Term Loan agreement (the "***Second Amendment***") to transition away from LIBOR to Term SOFR with the cessation of LIBOR in June 2023. To compensate for the differences in reference rates utilized, the Second Amendment also includes a credit spread adjustment of 0.11448% for an interest period of one-month duration, 0.26161% for a three-month duration, 0.42826% for a six-month duration, and 0.71513% for twelve-months duration in addition to Term SOFR and the applicable margin. As of December 31, 2023, the new all-in interest rate on the 2021 Term Loan was 8.7%.

In addition, the 2021 Term Loan requires mandatory prepayments equal to the product of the excess cash flows of the Company (as defined in the 2021 Term Loan agreement) and the applicable prepayment percentages (calculated as of the last day of the fiscal year), as set forth in the following table:

Consolidated First Lien Net Leverage Ratio (As Defined by the 2021 Term Loan Agreement)	Applicable Prepayment Percentage
> 3.70:1.00	50%
≤ 3.70:1.00 and > 3.20:1.00	25%
≤ 3.20:1.00	0%

We did not have mandatory prepayments of excess cash flows for the fiscal years ended December 31, 2023 or 2022.

Subsequent to December 31, 2023, we amended the 2021 Term Loan agreement to refinance the entire outstanding amount under the 2021 Term Loan. In connection with the amended 2021 Term Loan agreement, the interest rate was reduced and the credit spread adjustment was eliminated. See Note 18, *Subsequent Events*, in Item 8, *Financial Statements and Supplementary Data*, for additional information.

Senior Notes

In March 2021, VM Consolidated issued an aggregate principal amount of $350.0 million in Senior Notes due on April 15, 2029. In connection with the issuance of the Senior Notes, we incurred $5.7 million in lender and

third-party costs, which were capitalized as deferred financing costs and are being amortized over the remaining life of the Senior Notes.

Interest on the Senior Notes is fixed at 5.50% per annum and is payable on April 15 and October 15 of each year. On or after April 15, 2024, we may redeem all or a portion of the Senior Notes at the redemption prices set forth below in percentages by year, plus accrued and unpaid interest:

Year	Percentage
2024	102.750%
2025	101.375%
2026 and thereafter	100.000%

In addition, we may redeem up to 40% of the Senior Notes before April 15, 2024, with the net cash proceeds from certain equity offerings at a redemption price of 105.50%.

PPP Loan

During fiscal year 2020, one of our wholly owned subsidiaries received a $2.9 million loan from the U.S. Small Business Administration ("***SBA***") as part of the Paycheck Protection Program ("***PPP Loan***") to offset certain employment and other allowable costs incurred as a result of the COVID-19 pandemic. In early 2021, we applied for forgiveness of this loan, and on September 23, 2022, we were notified by the SBA that the loan, together with accrued interest, had been fully forgiven under the provisions of the PPP Loan program. Accordingly, we recognized a $3.0 million gain on extinguishment of debt in the consolidated statements of operations for the year ended December 31, 2022.

The Revolver

We have a Revolving Credit Agreement (the "***Revolver***") with a commitment of up to $75.0 million available for loans and letters of credit. The Revolver matures on December 18, 2026. Borrowing eligibility under the Revolver is subject to a monthly borrowing base calculation based on (i) certain percentages of eligible accounts receivable and inventory, less (ii) certain reserve items, including outstanding letters of credit and other reserves. The Revolver bears interest on either (1) Term SOFR plus an applicable margin, or (2) an alternate base rate, plus an applicable margin. The margin percentage applied to (1) Term SOFR is either 1.25%, 1.50%, or 1.75%, or (2) the base rate is either 0.25%, 0.50%, or 0.75%, depending on our average availability to borrow under the commitment. There is a credit spread adjustment of 0.10% for a one-month duration, 0.15% for a three-month duration, and 0.25% for a six-month duration, in addition to Term SOFR and the applicable margin percentages. There are no outstanding borrowings on the Revolver as of December 31, 2023 or 2022. At December 31, 2023, the availability to borrow was $74.8 million, net of $0.2 million of outstanding letters of credit.

Interest on the unused portion of the Revolver is payable quarterly at 0.375% and we are also required to pay participation and fronting fees at 1.38% on $0.2 million of outstanding letters of credit as of December 31, 2023.

All borrowings and other extensions of credits under the 2021 Term Loan, Senior Notes and the Revolver are subject to the satisfaction of customary conditions and restrictive covenants including absence of defaults and accuracy in material respects of representations and warranties. Substantially all of our assets are pledged as collateral to secure our indebtedness under the 2021 Term Loan. At December 31, 2023, we were compliant with all debt covenants.

Interest Expense, Net

We recorded interest expense, net of interest income, including amortization of deferred financing costs and discounts, of $86.7 million, $69.4 million and $44.9 million for the fiscal years ended December 31, 2023, 2022 and 2021 respectively. Interest income earned was $4.2 million for the fiscal year ended December 31, 2023 and less than $0.1 million for both fiscal years ended December 31, 2022 and 2021.

See Note 2, *Significant Accounting Policies*, in Item 8, Financial Statements and Supplementary Data for additional information on the interest rate swap entered into in December 2022 to hedge our exposure against rising interest rates.

Critical Accounting Estimates

The preparation of consolidated financial statements in conformity with generally accepted accounting principles in the United States of America ("***GAAP***") requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Management believes that its estimates and assumptions are reasonable in the circumstances; however, actual results could differ materially from those estimates.

Our significant accounting policies are described in Note 2, *Significant Accounting Policies,* in Item 8, *Financial Statements and Supplementary Data*, of this Annual Report. We believe that the critical accounting estimates listed below involve our more significant judgments, assumptions, and estimates and, therefore, could have the greatest potential impact on the financial statements.

Revenue Recognition

Judgment is required for the estimation of the standalone selling price ("***SSP***") and the allocation of the transaction price by relative SSPs. Within our Government Solutions and Parking Solutions operating segments, some customer arrangements include multiple performance obligations. Government Solutions' customer arrangements containing multiple performance obligations typically include the sale and installation of photo-enforcement cameras, license of back-office software, processing payments on behalf of the customer and the performance of maintenance services on such cameras over a contractual term. Parking Solutions' customer arrangements containing multiple performance obligations typically include the sale of parking access hardware systems, the licensing of SaaS products, installation and/or the performance of maintenance services over a contractual term. In most instances, we have determined these performance obligations qualify as distinct performance obligations, as the customer can benefit from the service on its own or together with other resources that are readily available to the customer, and our promise to transfer the service is separately identifiable from other promises in the contract. For arrangements that contain multiple performance obligations, we exercise judgment in allocating the transaction price based on the relative SSP method by comparing the SSP of each distinct performance obligation to the total value of the contract. We apply judgment in determining the SSP for each distinct performance obligation.

See Note 2, *Significant Accounting Policies*, in Item 8, *Financial Statements and Supplementary Data* for additional information on the Company's policy for recognition of revenue.

Allowance for Credit Losses

We review historical credit losses and customer payment trends on receivables and develop loss rate estimates as of the balance sheet date, which includes adjustments for current and future expectations. We periodically evaluate the adequacy of our allowance for expected credit losses by comparing our actual historical write-offs to our previously recorded estimates and adjust appropriately. This includes evaluation by portfolio segment the changes in expectations based on the newest information available on customer payment trends, travel forecasts and other risk characteristics and adjusting the probability-weighting either upward or downward that is most representative of the expected credit losses. Administration fees charged to drivers of rented vehicles that we cannot recover from our customers represent higher risk of credit loss compared to our other portfolio segments.

Acquisitions

We apply the acquisition method to account for business combinations. We allocate the fair value of the purchase price consideration to assets acquired and liabilities assumed based on their estimated fair values. The

excess of the purchase consideration over the fair value of the identifiable assets and liabilities is recorded as goodwill.

The determination and allocation of fair values to the identifiable assets acquired and liabilities assumed is based on various assumptions and valuation methodologies requiring considerable management judgment and includes the use of independent valuation specialists to assist us in estimating fair values of acquired tangible and intangible assets. Fair values of acquired assets and their respective useful lives are based on, among other factors, critical estimates of expected cash flows, customer turnover and anticipated growth from acquired customers, discount rates and royalty cost savings. Although we believe that the assumptions applied in the determination are reasonable based on information available at the date of acquisition, actual results may differ from estimates. Differences between estimates and actual results may result in adjustment to goodwill and acquisition date fair values of assets and liabilities during a measurement period or upon a final determination of asset and liability fair values, whichever occurs first. Adjustments to fair values of assets and liabilities made after the end of the measurement period are recognized within our consolidated statements of operations as a current period gain or loss.

Impairment of Goodwill and Long-Lived Assets

We assess goodwill for impairment annually on October 1, or more frequently if events or circumstances indicate that the carrying amounts may not be fully recoverable. We have four reporting units for the purposes of assessing potential impairment of goodwill which include Commercial Services, Government Solutions North America, Government Solutions International and Parking Solutions. We first consider the option to assess qualitative factors to determine whether it is more likely than not that the fair value of the reporting unit is less than its carrying amount. If we conclude that it is more likely than not that the fair value is less than the carrying amount, we then perform a quantitative impairment test by comparing the reporting unit's fair value with its carrying value. An impairment loss is recognized for the amount by which the reporting units' carrying value exceeds its fair value, up to the total amount of goodwill allocated to the reporting unit. No impairment is recognized if the fair value of the reporting unit exceeds its carrying value.

The process of evaluating goodwill requires significant judgment including the identification of reporting units and the determination of the fair value of each reporting unit. We estimate the fair value of our reporting units based on a combination of an income approach or more specifically, a discounted cash flow method ("***DCF Method***") and a market approach employing the public company market multiple method. The DCF Method is based on projected future cash flows and terminal value estimates discounted to their present values using a market-participant weighted average cost of capital. Significant estimates and assumptions used in the DCF Method include forecasts of future revenue growth rates, EBITDA margin percentages, terminal growth rates and discount rates. We apply discount rates that are commensurate with the risks and uncertainties inherent in the respective reporting units and our internally developed projections of future cash flows. The market approach utilizes a blend of revenue and EBITDA multiples from guideline public companies which are comparable to us in size, profitability and other factors to estimate the fair value of the reporting units. Significant estimates and assumptions used in the market approach include the selection of guideline public companies, revenue and EBITDA projections, the selection of revenue and EBITDA multiples and the application of a control premium.

In connection with our 2023 assessment of goodwill impairment, we qualitatively concluded that our Commercial Services, Government Solutions North America and Government Solutions International reporting units did not have indicators of impairment. We performed a quantitative impairment test for our Parking Solutions reporting unit as of October 1, 2023 which has goodwill of $199.1 million. The fair value of this reporting unit was determined by equally weighting the results of the DCF and market approach methods described above. Based on the results of our quantitative review, we concluded no impairment to goodwill was necessary because the estimated fair value exceeded the reporting unit's carrying value by approximately 7%. A 100 basis point increase to the discount rate or an approximate 100 basis point decrease in compounded annual revenue growth rate for the forecast period would yield a fair value that is approximately 1% greater than the reporting unit's carrying value. The Parking Solutions reporting unit's fair value includes revenue growth assumptions for a new program, UNIFI Mobile, in which the business will receive a share of transactional parking fees earned by the customer as well as fees charged for parking citations. The fair values of our other reporting units for which a qualitative assessment was performed were estimated by applying guideline public company multiples to EBITDA projections. To corroborate their

reasonableness, the total of our reporting units' estimated fair values were reconciled to the Company's enterprise value, adjusted for a control premium, as of October 1, 2023.

Although we believe the estimated fair value of the Parking Solutions reporting unit as of October 1, 2023 is reasonable based on current conditions, changes in assumptions used in estimating fair value, such as the composition of guideline public companies including the selection of revenue and EBITDA multiples, discount rates, fixed-costs, SaaS and UNIFI Mobile revenue growth estimates and shortfalls in the financial performance relative to expectations, may result in impairment in future periods.

We review our long-lived assets other than goodwill for impairment whenever events or circumstances indicate that the carrying amount of an asset or asset group may not be fully recoverable. We assess recoverability by comparing the estimated undiscounted future cash flows expected to be generated by the asset or asset group with its carrying value. If the carrying value of the asset or asset group exceeds the estimated undiscounted future cash flows, an impairment loss is recognized for the difference between the estimated fair value and the carrying value. Our estimates of cash flows are subjective judgments based on past experiences adjusted for trends and future expectations, and can be significantly impacted by changes in our business or economic conditions. The determination of asset group' fair value is also subject to significant judgment and utilizes valuation techniques including discounting estimated future cash flows and market-based analyses. If our estimates or underlying assumptions change in the future, our operating results may be materially impacted. During the year ended December 31, 2023, we recorded a $4.3 million impairment which included a $3.9 million write-down of installation and service parts that no longer have future use within the operating expenses line item in our Government Solutions segment, and $0.4 million impairment of an ROU asset within the selling, general and administrative expenses line item in our Parking Solutions segment. We recorded $0.7 million of impairment related to certain photo enforcement programs that ended during the year ended December 31, 2022 within the depreciation, amortization and (gain) loss on disposal of assets, net line item on the consolidated statements of operations. We did not have any indicators of impairment related to long-lived assets for the year ended December 31, 2021.

Income Taxes

The objectives of accounting for income taxes are to recognize the amount of taxes payable or refundable for the current year, and to recognize deferred tax assets and liabilities for the expected future consequences of differences between the tax basis of assets or liabilities and their carrying amounts in the financial statements. Deferred tax assets generally represent items that can be used as a tax deduction or credit in our tax return in future years, while deferred tax liabilities generally represent items that generate a future tax liability for items where deductions have been accelerated for tax purposes. We provide a valuation allowance against deferred tax assets when it is more likely than not that some portion or all of the deferred tax asset will not be realized. We calculate the valuation allowance in accordance with the authoritative guidance relating to income taxes, which requires an assessment of both positive and negative evidence regarding the realizability of these deferred tax assets when measuring the need for a valuation allowance. Significant judgment is required in determining any valuation allowance against deferred tax assets. The realization of deferred tax assets can be affected by, among other things, the nature, frequency and severity of current and cumulative losses, forecasts of future profitability, the length of statutory carryforward periods, our experience with utilizing operating loss and other tax carryforwards by jurisdiction, the reversal of existing taxable temporary differences and tax planning alternatives and strategies that may be available. We recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. Judgment is required in assessing the future tax consequences of events that have been recognized in our financial statements or tax returns. Variation in the actual outcome of these future tax consequences could materially impact our financial statements.

Private Placement Warrant Liabilities

We accounted for warrants as either equity-classified or liability-classified instruments based on an assessment of the warrant's specific terms and applicable authoritative guidance. For warrants that met all of the criteria for equity classification, the warrants were required to be recorded as a component of additional paid-in capital at the time of issuance. For warrants that did not meet all the criteria for equity classification, the warrants were required to

be recorded at their fair value on the date of issuance, and each balance sheet date thereafter. Changes in the estimated fair value of the warrants were recognized as a non-cash gain or loss on the statements of operations. Our Public

Warrants met the criteria for equity classification and accordingly, were reported as a component of shareholders' equity while our Private Placement Warrants did not meet the criteria for equity classification and were instead classified as a liability. The fair value of the Private Placement Warrants was estimated at period-end using a Black-Scholes option pricing model, which was a Level 3 fair value measurement exposed to valuation risk. The risk of exposure was estimated using a sensitivity analysis of potential changes in the significant unobservable inputs, primarily the volatility input that was the most susceptible to valuation risk. As of December 31, 2023, all Warrants were either exercised by the holder or redeemed by the Company.

Recent Accounting Pronouncements

For a discussion of recent accounting pronouncements, refer to Note 2, *Significant Accounting Policies*, in Item 8, *Financial Statements and Supplementary Data.*

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to interest rate market risk due to the variable interest rate on the 2021 Term Loan described in "Item 7. *Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources*."

Interest rate risk represents our exposure to fluctuations in interest rates associated with the variable rate debt represented by the 2021 Term Loan, which has an outstanding balance of $704.6 million at December 31, 2023. The 2021 Term Loan bears interest based, at our option, on either (1) LIBOR plus an applicable margin of 3.25% per annum, or (2) an alternate base rate plus an applicable margin of 2.25% per annum. In March 2023, we amended our 2021 Term Loan agreement to transition away from LIBOR to Term SOFR with the cessation of LIBOR in June 2023. To compensate for the differences in reference rates utilized, the amended agreement also includes a credit spread adjustment of 0.11448% for an interest period of one-month duration, 0.26161% for a three-month duration, 0.42826% for a six-month duration, and 0.71513% for twelve-months duration in addition to Term SOFR and the applicable margin. At December 31, 2023, the all-in interest rate on the 2021 Term Loan was 8.7%.

Based on the December 31, 2023 balance outstanding, each 1% movement in interest rates will result in an approximately $7.0 million change in annual interest expense. Due to the limited history of the use of the new benchmark rate, we are unable to estimate the future impact to our borrowing costs as a result of the discontinuation of the LIBOR benchmark.

In December 2022, we entered into a cancellable interest rate swap agreement to hedge our exposure to interest rate fluctuations associated with the LIBOR (now transitioned to Term SOFR) portion of the variable interest rate on our 2021 Term Loan. Under the interest rate swap agreement, we pay a fixed rate of 5.17% and the counterparty pays a variable interest rate which is net settled. The notional amount on the interest rate swap is $675.0 million. We have the option to terminate the interest rate swap agreement starting in December 2023, and monthly thereafter until December 2025, in the event interest rates decrease. We recorded a $0.8 million loss and a $1.0 million gain on the interest rate swap for the years ended December 31, 2023 and 2022, respectively. See Note 2, *Significant Accounting Policies*, in "Item 8, *Financial Statements and Supplementary Data*" for additional information on the interest rate swap.

VERRA MOBILITY CORPORATION
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Item 8. Financial Statements and Supplementary Data

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Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Verra Mobility Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Verra Mobility Corporation (the "Company") as of December 31, 2023, the related consolidated statements of operations and comprehensive income, stockholders' equity, and cash flows for the year then ended, and the related notes and the financial statement schedule listed in the Index at Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023, and the results of its operations and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 29, 2024, expressed an adverse opinion on the Company's internal control over financial reporting because of a material weakness.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Goodwill — Parking Solutions Reporting Unit – Refer to Notes 2 and 5 to the financial statements

Critical Audit Matter Description

The Company's evaluation of goodwill for impairment involves the comparison of the fair value of each reporting unit to its carrying value. The Company determines the fair value of its reporting units using the income approach

utilizing the discounted cash flow method and market approach employing the public company market multiple method. The determination of the fair value using the discounted cash flow method requires management to make

significant estimates and assumptions related to the selection of the discount rate and forecasts of future revenue growth rates and earnings before interest, taxes, depreciation, and amortization (EBITDA) margin percentages. The determination of the fair value using the market approach requires management to make significant assumptions related to market revenue and EBITDA multiples from within a peer public company group. Changes in these assumptions could have a significant impact on either the fair value, the amount of any goodwill impairment charge, or both. The goodwill balance was $835.8 million as of December 31, 2023, of which $199.1 million is allocated to the Parking Solutions reporting unit ("Parking Solutions"). The fair value of the Parking Solutions reporting unit exceeded its carrying value as of the measurement date and, therefore, no impairment was recognized. The Company has introduced a new product line for Parking Solutions whose forecasted revenues contribute to the fair value of Parking Solutions and for which there is limited historical data.

Given the significant judgments made by management to estimate the fair value of the Parking Solutions reporting unit, performing audit procedures to evaluate the reasonableness of management's estimates and assumptions related to the selection of the discount rate, forecasts of future revenue growth rates and EBITDA margin percentages, which includes the new product line for which there is limited historical data, and the selection of multiples applied to revenue and EBITDA, required a high degree of auditor judgment and an increased extent of effort, including the need to involve our fair value specialists.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the selection of the discount rate, forecasts of future revenue growth rates and EBITDA margin percentages, and the selection of the comparable market revenue and EBITDA multiples used by management to estimate the fair value of the Parking Solutions reporting unit included the following procedures:

- We tested the effectiveness of controls over management's goodwill impairment evaluation, including those over the determination of the fair value of the Parking Solutions reporting unit, such as controls related to management's selection of the discount rate, forecasts of future revenue growth rates and EBITDA margin percentages, and selection of revenue and EBITDA multiples.
- We evaluated the reasonableness of management's forecasted revenue growth rates and EBITDA margin percentages by comparing the forecasts to (1) historical results of the Company, (2) internal communications to management and the board of directors, and (3) forecasted information included in industry reports of the Company and companies in its peer groups.
- Due to the limited historical data available for the new product line, we evaluated the reasonableness of management's revenue forecasts of the new product line by comparing the forecasts to (1) the historical operating results of the Company's similar existing products, and (2) internal communications to management and the board of directors.
- We evaluated management's ability to accurately forecast future revenue growth rates and EBITDA margin percentages by comparing actual results to management's historical forecasts.
- With the assistance of our fair value specialists, we evaluated the reasonableness of the (1) valuation methodology and (2) discount rate, including testing the source information underlying the determination of the discount rate, testing the mathematical accuracy of the calculation, and developing a range of independent estimates and comparing those to the discount rate selected by management.
- With the assistance of our fair value specialists, we evaluated the revenue and EBITDA multiples, including testing the underlying source information and mathematical accuracy of the calculations, and evaluated the appropriateness of the Company's selection of companies in its peer public company group.

Revenue Recognition - Government Solutions Segment — Refer to Note 2 to the financial statements

Critical Audit Matter Description

The Company's Government Solutions segment principally generates revenue by providing complete, end-to-end speed, red-light, school bus stop arm, and bus lane enforcement solutions. Contractual promises include providing a

photo enforcement system to capture images contemporaneously with a suite of services (which may include maintenance, processing images taken by the camera, forwarding eligible images to the police department and processing payments on behalf of the municipality).Management applies judgment in determining whether providing a photo enforcement system and a suite of services represents separate or combined performance obligations. Management has determined that they generally represent a separate performance obligation as the photo enforcement system and the related suite of services, individually, are capable of being distinct and are not highly interdependent and interrelated. For customer contracts where title to the photo enforcement system does not transfer to the customer and is bundled with the suite of services, management has determined there is a single combined performance obligation. This is because the right to use the photo enforcement system and suite of services are transferred to the customer concurrently over the same period of time.

Given the significant judgment required by management in determining whether the photo enforcement system and the related suite of services should be accounted for as separate or combined performance obligations, our associated audit procedures required a high degree of auditor judgment and an increased extent of effort. Accordingly, we considered the determination that the photo enforcement system and related suite of services represents a separate or combined performance obligation to be a critical audit matter.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures for the Government Solutions segment related to management's conclusion that the photo enforcement system and related suite of services represents a separate or combined performance obligation included the following, among others:

- We tested the design and operating effectiveness of certain controls over revenue recognition, including management's controls over the review of customer contracts. Such controls included an assessment of the appropriate identification of performance obligations.
- We evaluated management's accounting policy papers which included their assessment of the identification of performance obligations, including their assessment of the nature, interdependency, and level of integration between the photo enforcement system and suite of services. This included, among other things, gaining a detailed understanding of the nature of the Company's system and services, how they function, and how they are marketed to customers, and confirming our understanding with key individuals in the Company's sales, engineering, and product functions.
- For a sample of the Company's revenue arrangements, we read the contracts and assessed the relationship between the photo enforcement system and suite of services within the context of the contract, to determine whether such relationship provided supporting or contradictory evidence related to management's conclusion that the photo enforcement systems and related suite of services represents a combined or separate performance obligation. We then verified that such revenue arrangements were presented appropriately within the financial statements.

/s/ Deloitte & Touche LLP

Tempe, Arizona
February 29, 2024

We have served as the Company's auditor since 2023.

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Verra Mobility Corporation

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Verra Mobility Corporation (the "Company") as of December 31, 2023, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, because of the effect of the material weakness identified below on the achievement of the objectives of the control criteria, the Company has not maintained effective internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements and schedule as of and for the year ended December 31, 2023, of the Company and our report dated February 29, 2024, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Material Weakness

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. The following material weakness has been identified and included in management's assessment:

Management identified a material weakness in the design and operation of the Company's internal controls over financial reporting in the Control Activities component of the COSO framework related to a lack of information technology general controls to prevent the risk of management override. Specifically, management identified system limitations that do not facilitate proper segregation of duties within multiple systems and a lack of mitigating business process level controls to address the risk of management override over the preparation and review of manual journal entries and certain manual revenue invoices.

This material weakness was considered in determining the nature, timing, and extent of audit tests applied in our audit of the consolidated financial statements as of and for the year ended December 31, 2023, of the Company, and this report does not affect our report on such financial statements.

/s/ Deloitte & Touche LLP

Tempe, Arizona
February 29, 2024

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Verra Mobility Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Verra Mobility Corporation (the Company) as of December 31, 2022, and the related consolidated statements of operations and comprehensive income (loss), stockholders' equity, and cash flows for each of the two years in the period ended December 31, 2022, and the related notes and the financial statement schedule listed in the Index at Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2022 and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2022, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB. We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ernst & Young LLP

We served as the Company's auditor from 2013 to 2023.

Phoenix, Arizona
March 1, 2023

VERRA MOBILITY CORPORATION
CONSOLIDATED BALANCE SHEETS

(In thousands, except per share data)	December 31, 2023	December 31, 2022
Assets		
Current assets:		
Cash and cash equivalents	$ 136,309	$ 105,204
Restricted cash	3,413	3,911
Accounts receivable (net of allowance for credit losses of $18.5 million and $15.9 million at December 31, 2023 and 2022, respectively)	197,824	163,786
Unbilled receivables	37,065	30,782
Inventory	17,966	19,307
Prepaid expenses and other current assets	46,961	39,604
Total current assets	439,538	362,594
Installation and service parts, net	22,895	22,923
Property and equipment, net	123,248	109,775
Operating lease assets	33,523	37,593
Intangible assets, net	301,025	377,420
Goodwill	835,835	833,480
Other non-current assets	33,919	12,484
Total assets	$ 1,789,983	$ 1,756,269
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 78,749	$ 79,869
Deferred revenue	28,788	31,164
Accrued liabilities	93,119	48,847
Tax receivable agreement liability, current portion	5,098	4,994
Current portion of long-term debt	9,019	21,935
Total current liabilities	214,773	186,809
Long-term debt, net of current portion	1,029,113	1,190,045
Operating lease liabilities, net of current portion	29,124	33,362
Tax receivable agreement liability, net of current portion	48,369	50,900
Private placement warrant liabilities	—	24,066
Asset retirement obligations	14,580	12,993
Deferred tax liabilities, net	18,360	21,149
Other long-term liabilities	14,197	5,875
Total liabilities	1,368,516	1,525,199
Commitments and contingencies (Note 16)		
Stockholders' equity		
Preferred stock, $0.0001 par value, 1,000 shares authorized with no shares issued and outstanding at December 31, 2023 and 2022	—	—
Common stock, $0.0001 par value, 260,000 shares authorized with 166,555 and 148,962 shares issued and outstanding at December 31, 2023 and 2022, respectively	17	15
Common stock contingent consideration	—	36,575
Additional paid-in capital	557,513	305,423
Accumulated deficit	(125,887)	(98,078)
Accumulated other comprehensive loss	(10,176)	(12,865)

Total stockholders' equity	421,467	231,070
Total liabilities and stockholders' equity	$ 1,789,983	$ 1,756,269

See accompanying Notes to Consolidated Financial Statements.

VERRA MOBILITY CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS
AND COMPREHENSIVE INCOME

(In thousands, except per share data)	For the Year Ended December 31, 2023	2022	2021
Service revenue	$ 783,595	$ 695,218	$ 492,846
Product sales	33,715	46,380	57,744
Total revenue	817,310	741,598	550,590
Cost of service revenue, excluding depreciation and amortization	18,232	16,330	5,337
Cost of product sales	25,231	30,932	29,809
Operating expenses	273,288	226,324	163,370
Selling, general and administrative expenses	198,550	163,133	123,407
Depreciation, amortization and (gain) loss on disposal of assets, net	113,195	140,174	116,801
Total costs and expenses	628,496	576,893	438,724
Income from operations	188,814	164,705	111,866
Interest expense, net	86,701	69,372	44,942
Change in fair value of private placement warrants	24,966	(14,400)	7,600
Tax receivable agreement liability adjustment	(3,077)	(720)	(1,016)
Loss (gain) on interest rate swap	817	(996)	—
Loss (gain) on extinguishment of debt	3,533	(3,005)	5,334
Other income, net	(11,123)	(12,654)	(12,895)
Total other expenses	101,817	37,597	43,965
Income before income taxes	86,997	127,108	67,901
Income tax provision	29,982	34,633	26,452
Net income	$ 57,015	$ 92,475	$ 41,449
Other comprehensive income (loss):			
Change in foreign currency translation adjustment	2,689	(7,771)	(5,305)
Total comprehensive income	$ 59,704	$ 84,704	$ 36,144
Net income per share:			
Basic	$ 0.36	$ 0.61	$ 0.26
Diluted	$ 0.36	$ 0.50	$ 0.25
Weighted average shares outstanding:			
Basic	158,777	152,848	159,983
Diluted	160,017	159,026	163,778

See accompanying Notes to Consolidated Financial Statements.

VERRA MOBILITY CORPORATION
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(In thousands)	Common Stock Shares	Common Stock Amount	Common Stock Contingent Consideration	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
Balance as of December 31, 2020	162,269	$ 16	$ 36,575	$ 373,620	$ (94,850)	$ 211	$ 315,572
Net income	—	—	—	—	41,449	—	41,449
Share repurchases and retirement	(6,849)	—	—	(71,985)	(28,015)	—	(100,000)
Vesting of restricted stock units ("*RSU*s")	647	—	—	—	—	—	—
Exercise of stock options	12	—	—	155	—	—	155
Payment of employee tax withholding related to RSUs vesting	—	—	—	(5,691)	—	—	(5,691)
Stock-based compensation	—	—	—	13,784	—	—	13,784
Other comprehensive loss, net of tax	—	—	—	—	—	(5,305)	(5,305)
Balance as of December 31, 2021	156,079	$ 16	$ 36,575	$ 309,883	$ (81,416)	$ (5,094)	$ 259,964
Net income	—	—	—	—	92,475	—	92,475
Share repurchases and retirement	(7,874)	(1)	—	(15,933)	(109,137)	—	(125,071)
Vesting of RSUs	654	—	—	—	—	—	—
Exercise of stock options	103	—	—	1,334	—	—	1,334
Payment of employee tax withholding related to RSUs vesting	—	—	—	(6,524)	—	—	(6,524)
Stock-based compensation	—	—	—	16,663	—	—	16,663
Other comprehensive loss, net of tax	—	—	—	—	—	(7,771)	(7,771)
Balance as of December 31, 2022	148,962	$ 15	$ 36,575	$ 305,423	$ (98,078)	$ (12,865)	$ 231,070
Net income	—	—	—	—	57,015	—	57,015
Earn-out shares issued to Platinum Stockholder	5,000	—	(36,575)	36,575	—	—	—
Share repurchases and retirement	(4,581)	—	—	(15,176)	(84,824)	—	(100,000)
Vesting of RSUs and performance share units ("*PSU*s")	449	—	—	—	—	—	—
Exercise of stock options	451	—	—	5,919	—	—	5,919
Payment of employee tax withholding related to RSUs and PSUs vesting	—	—	—	(3,142)	—	—	(3,142)
Exercise of warrants	16,274	2	—	210,438	—	—	210,440
Stock-based compensation	—	—	—	17,476	—	—	17,476
Other comprehensive gain, net of tax	—	—	—	—	—	2,689	2,689
Balance as of December 31, 2023	166,555	$ 17	$ —	$ 557,513	$ (125,887)	$ (10,176)	$ 421,467

See accompanying Notes to Consolidated Financial Statements.

VERRA MOBILITY CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS

($ in thousands)	For the Year Ended December 31, 2023	2022	2021
Cash Flows from Operating Activities:			
Net income	$ 57,015	$ 92,475	$ 41,449
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	113,067	138,684	116,753
Amortization of deferred financing costs and discounts	4,679	5,472	5,170
Change in fair value of private placement warrants	24,966	(14,400)	7,600
Tax receivable agreement liability adjustment	(3,077)	(720)	(1,016)
Gain on interest rate swap	(320)	(996)	—
Loss (gain) on extinguishment of debt	3,533	(3,005)	5,334
Credit loss expense	9,054	14,481	9,588
Deferred income taxes	(27,037)	(17,355)	(10,640)
Stock-based compensation	17,476	16,663	13,784
Impairment of long-lived assets and ROU assets	4,280	—	—
Impairment on a privately-held equity investment	—	1,340	—
Other	359	1,654	308
Changes in operating assets and liabilities:			
Accounts receivable	(42,459)	(17,685)	14,946
Unbilled receivables	(6,252)	(1,936)	(7,753)
Inventory	1,148	(10,310)	2,798
Prepaid expenses and other assets	(2,161)	4,306	(5,097)
Deferred revenue	(2,400)	4,591	(3,966)
Accounts payable and other current liabilities	50,512	6,513	8,296
Other liabilities	3,718	(1,435)	(4,383)
Net cash provided by operating activities	206,101	218,337	193,171
Cash Flows from Investing Activities:			
Acquisitions, net of cash and restricted cash acquired	—	—	(451,237)
Payment of contingent consideration	—	(647)	—
Payments for interest rate swap	(1,137)	—	—
Purchase of intellectual property	(500)	—	—
Purchases of installation and service parts and property and equipment	(56,985)	(48,186)	(24,998)
Cash proceeds from the sale of assets	332	241	265
Net cash used in investing activities	(58,290)	(48,592)	(475,970)
Cash Flows from Financing Activities:			
Borrowings on revolver	—	—	25,000
Repayment on revolver	—	(25,000)	—
Borrowings of long-term debt	—	—	1,245,500
Repayment of long-term debt	(181,519)	(9,019)	(884,530)
Payment of debt issuance costs	(459)	(447)	(10,646)
Payment of debt extinguishment costs	—	—	(1,066)
Proceeds from the exercise of warrants	161,408	—	—
Share repurchases and retirement	(100,000)	(125,071)	(100,000)
Proceeds from exercise of stock options	5,919	1,334	155
Payment of employee tax withholding related to RSUs and PSUs vesting	(3,142)	(6,524)	(5,691)
Payment of contingent consideration	—	(205)	—
Net cash (used in) provided by financing activities	(117,793)	(164,932)	268,722
Effect of exchange rate changes on cash and cash equivalents	589	(130)	(2,383)

Net increase (decrease) in cash, cash equivalents and restricted cash	30,607	4,683	(16,460)
Cash, cash equivalents and restricted cash - beginning of period	109,115	104,432	120,892
Cash, cash equivalents and restricted cash - end of period	$ 139,722	$ 109,115	$ 104,432

See accompanying Notes to Consolidated Financial Statements.

VERRA MOBILITY CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)

	For the Year Ended December 31,		
Reconciliation of cash, cash equivalents, and restricted cash to the consolidated balance sheets	**2023**	**2022**	**2021**
Cash and cash equivalents	$ 136,309	$ 105,204	$ 101,283
Restricted cash	3,413	3,911	3,149
Total cash, cash equivalents, and restricted cash	$ 139,722	$ 109,115	$ 104,432
Supplemental cash flow information:			
Interest paid	$ 86,113	$ 63,663	$ 35,786
Income taxes paid, net of refunds	54,002	47,623	35,774
Supplemental non-cash investing and financing activities:			
Earn-out shares issued to Platinum Stockholder	36,575	—	—
Additions related to asset retirement obligations and property and equipment[(a)]	1,173	946	1,397
Purchases of installation and service parts and property and equipment in accounts payable and accrued liabilities at year-end	5,120	10,421	1,714
Increase in additional paid-in capital due to exercise of private placement warrants	49,032	—	—
Contingent consideration related to NuPark acquisition	—	—	1,450

(a) Asset retirement obligations of $3.9 million assumed as part of the Redflex acquisition in 2021 are excluded from these additions.

See accompanying Notes to Consolidated Financial Statements.

VERRA MOBILITY CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Description of Business

Verra Mobility Corporation (collectively with its subsidiaries, the "***Company***" or "***Verra Mobility***") offers integrated technology solutions and services to its customers who are located throughout the world, primarily within the United States, Australia, Canada and Europe. The Company is organized into three operating segments: Commercial Services, Government Solutions and Parking Solutions (see Note 17, *Segment Reporting*).

The Company's Commercial Services segment offers toll and violation management solutions for commercial fleet operators by partnering with the leading fleet management and rental car companies in North America. Electronic toll payment services enable drivers of fleet vehicles and rental car customers to use high-speed cashless toll lanes or all-electronic cashless toll roads. The service helps commercial fleets reduce toll management costs, while it provides rental car companies with a revenue-generating, value-added service for their customers. Electronic violation processing services reduce the cost and risk associated with vehicle-issued violations, such as toll, parking or camera-enforced tickets. Title and registration services offer title and registration processing for individuals and commercial fleet customers, including RACs, Direct Fleets and FMCs. In Europe, the Company provides violations processing through Euro Parking Collection plc and consumer tolling services through Pagatelia S.L.U.

The Company's Government Solutions segment offers photo enforcement solutions and services to its customers. The Government Solutions segment provides complete, end-to-end speed, red-light, school bus stop arm and bus lane enforcement solutions within the United States and Canada. These programs are designed to reduce traffic violations and resulting collisions, injuries and fatalities. The Company implements and administers traffic safety programs for municipalities, counties, school districts and law enforcement agencies of all sizes. The international operations for this segment primarily involve the sale of traffic enforcement products and related maintenance services.

The Company's Parking Solutions segment offers an integrated suite of parking software, transaction processing and hardware solutions to its customers, which include universities, municipalities, healthcare facilities and commercial parking operators. This segment develops specialized hardware and parking management software that provides a platform for the issuance of parking permits, enforcement, gateless vehicle counting, event parking and citation services. It also produces and markets its proprietary software as a service to its customers throughout the United States and Canada.

The Company was originally incorporated in Delaware on August 15, 2016, under the name "Gores Holdings II, Inc." ("***Gores***") as a special purpose acquisition company. On January 19, 2017, Gores consummated its initial public offering (the "***IPO***"), following which its shares began trading on Nasdaq. On June 21, 2018, Gores entered into an Agreement and Plan of Merger (as amended, the "***Merger Agreement***") with Greenlight Holding II Corporation, PE Greenlight Holdings, LLC (the "***Platinum Stockholder***"), AM Merger Sub I, Inc., a direct, wholly owned subsidiary of Gores, and AM Merger Sub II, LLC, a direct, wholly owned subsidiary of Gores. On October 17, 2018, the Company consummated the transactions contemplated by the Merger Agreement (the "***Business Combination***") and changed its name to "Verra Mobility Corporation." As a result of the Business Combination, Verra Mobility Corporation became the owner, directly or indirectly, of all of the equity interests of Verra Mobility Holdings, LLC and its subsidiaries.

2. Significant Accounting Policies

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the Company prepared in accordance with generally accepted accounting principles in the United States of America ("***GAAP***"). All intercompany balances and transactions have been eliminated in consolidation. In the opinion of the Company's management, the consolidated financial statements reflect all adjustments, which are normal and recurring in nature, necessary for fair financial statement presentation.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Significant estimates and assumptions include those related to the fair values assigned to net assets acquired (including identifiable intangibles) in business combinations, allocating the transaction price for revenue recognition, inventory valuation, allowance for credit losses, fair value of the private placement warrant liabilities, fair value of the interest rate swap, self-insurance liability, valuation allowance on deferred tax assets, uncertain tax positions, apportionment for state income taxes, the tax receivable agreement liability, fair value of privately-held securities, impairment assessments of goodwill, intangible assets and other long-lived assets, asset retirement obligations, contingent consideration and the recognition and measurement of loss contingencies.

Management believes that its estimates and assumptions are reasonable in the circumstances; however, actual results could differ materially from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments purchased with a remaining maturity of three months or less when acquired to be cash equivalents.

Restricted Cash

The Company collects cash on behalf of customers under certain contracts which it deposits daily into Company bank accounts and transfers regularly to customer bank accounts. Restricted cash primarily represents customer cash collected but not yet remitted to the customer. Restricted cash is classified as a current asset and the corresponding liability for amounts due to customers is within current liabilities.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk are primarily cash and cash equivalents, accounts receivable and unbilled receivables. The Company limits cash and cash equivalents to highly rated financial institutions.

Significant customers are those which represent more than 10% of the Company's total revenue or accounts receivable, net. Revenue from the single Government Solutions customer exceeding 10% of total revenue is presented below:

	For the Year Ended December 31,		
	2023	2022	2021
City of New York Department of Transportation	16.9%	19.5%	26.6%

The City of New York Department of Transportation ("***NYCDOT***") represented 18% and 22% of total accounts receivable, net as of December 31, 2023 and 2022, respectively. There is no material reserve related to NYCDOT open receivables as amounts are deemed collectible based on current conditions and expectations. No other Government Solutions customer exceeded 10% of total accounts receivable, net as of any period presented.

Significant customer revenue concentrations generated through the Company's Commercial Services partners as a percent of total revenue are presented below:

	For the Year Ended December 31,		
	2023	2022	2021
Hertz Corporation	11.8%	11.1%	12.6%
Avis Budget Group, Inc.	13.6%	13.0%	12.3%

Enterprise Mobility	10.4%	9.3%	11.4%

The Avis Budget Group, Inc. was 10% of total accounts receivable, net as of December 31, 2022. No Commercial Services customer exceeded 10% of total accounts receivable, net as of December 31, 2023.

There were no significant customer concentrations that exceeded 10% of total revenue or accounts receivables, net for the Parking Solutions segment as of or for any period presented.

Allowance for Credit Losses

Accounts receivable and unbilled receivables are uncollateralized customer obligations arising from the sale of products or services. Accounts receivable and unbilled receivables have normal trade terms of less than one year and are initially stated at the amounts billed to the customers and subsequently measured at amortized cost net of allowance for credit losses. Unbilled receivables are recorded when revenues have been earned but have not been included on a customer invoice through the end of the current period. Unbilled receivables were $37.1 million and $30.8 million as of December 31, 2023 and 2022, respectively.

The Company reviews historical credit losses and customer payment trends on receivables and develops loss rate estimates as of the balance sheet date, which includes adjustments for current and future expectations using probability-weighted assumptions about potential outcomes. Receivables are written off against the allowance for credit losses when it is probable that amounts will not be collected based on the terms of the customer contracts, and subsequent recoveries reverse the previous write-off and apply to the receivable in the period recovered. No interest or late fees are charged on delinquent accounts. The Company evaluates the adequacy of its allowance for expected credit losses by comparing its actual write-offs to its previously recorded estimates and adjusts appropriately.

The Company identified portfolio segments based on the type of business, industry in which the customer operates and historical credit loss patterns. The following presents the activity in the allowance for credit losses for the years ended December 31, 2022 and 2023, respectively:

($ in thousands)	Commercial Services (Driver-billed) [1]	Commercial Services (All other)	Government Solutions	Parking Solutions	Total
Balance at January 1, 2022	$ 5,397	$ 3,092	$ 3,649	$ —	$ 12,138
Credit loss expense	11,739	1,307	950	485	14,481
Write-offs, net of recoveries	(7,536)	(2,822)	(26)	(328)	(10,712)
Balance at December 31, 2022	$ 9,600	$ 1,577	$ 4,573	$ 157	$ 15,907
Credit loss expense (income)	11,066	87	(1,953)	(146)	9,054
Write-offs, net of recoveries	(6,940)	271	(194)	415	(6,448)
Balance at December 31, 2023	$ 13,726	$ 1,935	$ 2,426	$ 426	$ 18,513

(1) Driver-billed consists of receivables from drivers of rental cars for which the Company bills on behalf of its customers. Receivables not collected from drivers within a defined number of days are transferred to customers subject to applicable bad debt sharing agreements.

Inventory

Inventories consist of parts and electronic components used in the production of parking management related hardware sold to certain Parking Solutions customers and photo enforcement systems sold to certain Government Solutions customers. Inventories for the Parking Solutions business were stated at cost on a first-in, first-out basis and the total carrying value was approximately $10.0 million and $11.1 million as of December 31, 2023 and 2022, respectively. Inventories for the Government Solutions international business were stated at a weighted average cost and the total carrying value was $8.0 million and $8.2 million as of December 31, 2023 and 2022, respectively. The Company assesses the value of its inventory and writes down the cost to net realizable value upon evaluation of historical experience and assumptions regarding future usage, and any such write down establishes a new cost basis for the items. Total finished goods were approximately $3.4 million and $5.1 million as of December 31, 2023 and 2022, respectively.

Installation and Service Parts

Installation and service parts consist of components used in the construction and maintenance of the Company's photo enforcement systems. Installation and service parts are stated at cost and are reclassified to property and

equipment upon initiation of construction and subsequently placed in service. Installation and service parts used in repairs and maintenance are recorded as operating expenses.

During the year ended December 31, 2023, the Company recorded a $3.9 million write-down of installation and service parts that no longer have future use within the operating expenses line item on the consolidated statement of operations.

Property and Equipment

Property and equipment is stated at cost less accumulated depreciation. All repairs and maintenance costs are expensed as incurred. Depreciation is recorded on a straight-line basis over the estimated useful lives of the related assets as follows:

Equipment installed at customer sites	3-7 years
Computer equipment	3-5 years
Furniture	3-10 years
Automobiles	3-7 years
Software	3-7 years
Leasehold improvements	Shorter of lease term or estimated useful life

Equipment installed at customer sites includes certain installation costs that qualify for capitalization. Software costs include certain internal and external costs associated with the development of software that are incurred during the application development stage. In addition, a modification or upgrade to existing software is capitalized only to the extent it results in additional functionality to existing software. Software maintenance and training costs are expensed as incurred.

Investment in Privately-held Securities

The Company holds an investment in privately-held equity securities which is recorded at cost and adjusted based on observable transactions for same or similar investments or for impairment. Investment gains and losses are recorded in other income, net.

Valuation of privately-held securities requires judgment due to the lack of readily available observable market data. The carrying value is not adjusted if there are no identified events that would indicate a need for upward or downward adjustments or changes in circumstances that may indicate impairment. In determining the estimated fair value of its investment, the Company utilizes the most recent data available. The Company assesses its investment for impairment quarterly using both qualitative and quantitative factors. If an investment is considered impaired, an impairment loss is recognized and a new carrying value is established for the investment.

There were no indicators of impairment during the years ended December 31, 2023 or December 31, 2021. The Company recorded a $1.3 million impairment during the year ended December 31, 2022 within other income, net on the consolidated statements of operations.

Goodwill

Goodwill represents the excess of the purchase price over the estimated fair value of net tangible and identifiable intangible assets acquired in business combinations. Goodwill is assessed for impairment at least annually at the reporting unit level or more frequently if events or changes in circumstances indicate the carrying value may not be recoverable. If, based on a qualitative analysis, it is determined more-likely-than-not that the fair value of the reporting unit is less than its carrying amount, a quantitative impairment test is performed. Reporting units are identified by assessing whether the components of the Company's operating segments constitute businesses for which discrete financial information is available and if segment management regularly reviews the operating results of those components. Application of the goodwill impairment test requires judgment, including the identification of reporting units, the assignment of assets (including goodwill) to those reporting units and the

determination of the fair value of each reporting unit. The date of the Company's annual impairment analysis is October 1. The Company has four reporting units for the purposes of assessing potential impairment of goodwill which include Commercial Services, Government Solutions North America, Government Solutions International and Parking Solutions.

The Company estimates the fair value of its reporting units based on a combination of an income approach or more specifically, a discounted cash flow method ("***DCF Method***") and a market approach employing the public company market multiple method. The DCF Method is based on projected future cash flows and terminal value estimates discounted to their present values using a market-participant weighted average cost of capital. Significant estimates and assumptions used in the DCF Method include forecasts of future revenue growth rates, EBITDA margin percentages, terminal growth rates and discount rates. The Company applies discount rates that are commensurate with the risks and uncertainties inherent in the respective reporting units and its internally developed projections of future cash flows. The market approach utilizes a blend of revenue and EBITDA multiples from guideline public companies which are comparable to it in size, profitability and other factors to estimate the fair value of the reporting units. Significant estimates and assumptions used in the market approach include the selection of guideline public companies, revenue and EBITDA projections, the selection of revenue and EBITDA multiples and the application of a control premium.

In connection with its 2023 assessment of goodwill impairment, the Company qualitatively concluded that its Commercial Services, Government Solutions North America and Government Solutions International reporting units did not have indicators of impairment. It performed a quantitative impairment test for the Parking Solutions reporting unit as of October 1, 2023 which has goodwill of $199.1 million. The fair value of this reporting unit was determined by equally weighting the results of the DCF and market approach methods described above. Based on the results of its quantitative review, it concluded no impairment to goodwill was necessary because the estimated fair value exceeded the reporting unit's carrying value by approximately 7%. The Parking Solutions reporting unit's fair value includes revenue growth assumptions for a new program, UNIFI Mobile, in which the business will receive a share of transactional parking fees earned by the customer as well as fees charged for parking citations. The fair values of the Company's other reporting units for which a qualitative assessment was performed were estimated by applying guideline public company multiples to EBITDA projections. To corroborate their reasonableness, the total of the reporting units' estimated fair values were reconciled to the Company's enterprise value, adjusted for a control premium, as of October 1, 2023.

Although the Company believes the estimated fair value of the Parking Solutions reporting unit as of October 1, 2023 is reasonable based on current conditions, changes in assumptions used in estimating fair value, such as the composition of guideline public companies including the selection of revenue and EBITDA multiples, discount rates, fixed-costs, SaaS and UNIFI Mobile revenue growth estimates and shortfalls in the financial performance relative to expectations, may result in impairment in future periods.

Intangible Assets

Intangible assets represent existing customer relationships, trademarks, patents, developed technology (hardware and software) and non-compete agreements. Intangible assets are amortized over their respective estimated useful lives on a straight-line basis, which approximates the utilization of their expected future benefits. Amortization of intangible assets is included in depreciation, amortization and (gain) loss on disposal of assets, net in the consolidated statements of operations.

The Company annually evaluates the estimated remaining useful lives of its intangible assets to determine whether events or changes in circumstances warrant a revision to the remaining period of amortization.

Impairment of Long-Lived Assets

The Company reviews its long-lived assets (including intangible assets with finite useful lives and installation and service parts) for impairment whenever events or circumstances indicate that the carrying amount of an asset or an asset group may not be fully recoverable. The Company assesses recoverability by comparing the estimated undiscounted future cash flows expected to be generated by the asset or asset group with its carrying value. If the carrying value of the asset or asset group exceeds the estimated undiscounted future cash flows, an impairment loss is recognized for the difference between the estimated fair value and the carrying value.

During the year ended December 31, 2023, the Company recorded a $4.3 million impairment which included a $3.9 million write-down of installation and service parts that no longer have future use within the operating expenses line item in our Government Solutions segment (discussed above), and $0.4 million impairment of an ROU asset within the selling, general and administrative expenses line item in our Parking Solutions segment. The Company had $0.7 million of impairment related to certain photo enforcement programs that ended during the year ended December

31, 2022 within the depreciation, amortization and (gain) loss on disposal of assets, net line item on the consolidated statements of operations. There were no indicators of impairment related to long-lived assets for the year ended December 31, 2021.

Self-Insurance

The Company is self-insured for medical costs and has stop-loss insurance policies to limit its exposure to individual and aggregate claims made. Liabilities for these programs are estimated based on outstanding claims and claims estimated to be incurred but not yet reported using historical loss experience. These estimates are subject to variability due to changes in trends of losses for outstanding claims and incurred but not reported claims, including external factors such as the number, and cost of claims, benefit level changes and claim settlement patterns.

Warrants

As of December 31, 2022, there were warrants outstanding to acquire 19,999,967 shares of the Company's Class A Common Stock including: (i) 6,666,666 Private Placement Warrants and (ii) 13,333,301 warrants issued in connection with the IPO (the "***Public Warrants***" and, together with the Private Placement Warrants, the "***Warrants***"). The Warrants had a five-year term and expired in October 2023, unless they were redeemed or exercised prior to expiration. As of December 31, 2023, all Warrants were either exercised by the holder or redeemed by the Company. See Note 12, *Shareholders' Equity*, for additional details on warrant exercises.

The Company accounted for warrants as either equity-classified or liability-classified instruments based on an assessment of the warrant's specific terms and applicable authoritative guidance under Financial Accounting Standards Board ("***FASB***") ASC 480, Distinguishing Liabilities from Equity ("***ASC 480***") and ASC 815, Derivatives and Hedging ("***ASC 815***"). The assessment considered whether the warrants were freestanding financial instruments pursuant to ASC 480, met the definition of a liability pursuant to ASC 480, and whether the warrants met all of the requirements for equity classification under ASC 815, including whether the warrants were indexed to the Company's own common shares, among other conditions for equity classification.

For warrants that met all of the criteria for equity classification, the warrants were required to be recorded as a component of additional paid-in capital at the time of issuance. Warrants that did not meet all the criteria for equity classification were recorded at their initial fair value on the date of issuance, and each balance sheet date thereafter. Changes in the estimated fair value of the warrants were recognized as a non-cash gain or loss on the consolidated statements of operations. The Company's Public Warrants met the criteria for equity classification and accordingly, were reported as a component of stockholders' equity while the Company's Private Placement Warrants were classified as a liability. The fair value of the Private Placement Warrants was estimated at period-end using a Black-Scholes option pricing model. Shares issuable under the Warrants were considered for inclusion in the diluted share count in accordance with GAAP.

Interest Rate Swap

In December 2022, the Company entered into a cancellable interest rate swap agreement to hedge its exposure to interest rate fluctuations associated with the LIBOR (now transitioned to Term Secured Overnight Financing Rate "***SOFR***," as discussed below) portion of the variable interest rate on its 2021 Term Loan. Under the interest rate swap agreement, the Company pays a fixed rate of 5.17% and the counterparty pays a variable interest rate. The Company entered into an International Swaps and Derivatives Association, Inc. Master Agreement with the counterparty which provides for the net settlement of all, or a specified group, of derivative transactions through a single payment. The notional amount on the interest rate swap is $675.0 million. The Company has the option to terminate the interest rate swap agreement starting in December 2023, and monthly thereafter until December 2025. The Company is treating the interest rate swap as an economic hedge for accounting purposes and any changes in the fair value of the derivative instrument (including accrued interest) and related cash payments are recorded in the consolidated statements of operations within the loss (gain) on interest rate swap line item.

The Company recorded a $0.8 million loss for the year ended December 31, 2023, of which $(0.3) million is associated with the derivative instrument re-measured to fair value at the end of the reporting period, netted by $1.1 million related to the monthly cash payments. The Company recorded a $1.0 million gain for the year ended

December 31, 2022 associated with the derivative instrument re-measured to fair value at the end of the reporting period. The effect of remeasurement to fair value is recorded within the operating activities section and the monthly cash payments are recorded within the investing activities section in the consolidated statements of cash flows. See below for further discussion on the fair value measurement of the interest rate swap, and Note 8, *Long-term Debt*, for additional information on the Company's mix of fixed and variable debt.

Fair Value of Financial Instruments

ASC Topic 820, *Fair Value Measurement,* includes a single definition of fair value to be used for financial reporting purposes, provides a framework for applying this definition and for measuring fair value under GAAP, and establishes a fair value hierarchy that categorizes into three levels the inputs to valuation techniques used to measure fair value. The three levels of the fair value hierarchy are summarized as follows:

Level 1 – Fair value is based on observable inputs such as quoted prices for identical assets or liabilities in active markets.

Level 2 – Fair value is determined using quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active or inputs other than quoted prices that are directly or indirectly observable.

Level 3 – Fair value is determined using one or more significant inputs that are unobservable in active markets at the measurement date, such as a pricing model, discounted cash flow, or similar technique.

The carrying amounts reported in the Company's consolidated balance sheets for cash, accounts receivable, accounts payable and accrued liabilities approximate fair value due to the immediate to short-term maturity of these financial instruments. The estimated fair value of the Company's long-term debt was calculated based upon available market information. The carrying value and the estimated fair value of long-term debt are as follows:

($ in thousands)	Level in Fair Value Hierarchy	December 31, 2023 Carrying Amount	December 31, 2023 Estimated Fair Value	December 31, 2022 Carrying Amount	December 31, 2022 Estimated Fair Value
2021 Term Loan		691,82	709,87	866,36	883,89
	2	$ 1	$ 2	$ 5	$ 1
Senior Notes		346,31	335,12	345,61	313,25
	2	1	5	5	0

The Company had issued Private Placement Warrants in connection with the IPO to acquire shares of the Company's Class A Common Stock which had a five-year term and expired in October 2023. As of December 31, 2023, all Private Placement Warrants were exercised by the warrant holders. The fair value of the Private Placement Warrant liabilities was measured on a recurring basis and was estimated using the Black-Scholes option pricing model using significant unobservable inputs, primarily related to estimated volatility, and was therefore classified within level 3 of the fair value hierarchy. The key assumptions used were as follows:

	December 31, 2022
Stock price	$ 13.83
Strike price	$ 11.50
Volatility	44.0%
Remaining life (in years)	0.8
Risk-free interest rate	4.74%
Expected dividend yield	0.0%
Estimated fair value	$ 3.61

The following summarizes the changes in fair value of Private Placement Warrant liabilities included in net income and the impact of exercises for the respective periods:

($ in thousands)	December 31, 2023	December 31, 2022
Beginning balance	$ 24,066	$ 38,466
Change in fair value of private placement warrants	24,966	(14,400)
Exercise of warrants	(49,032)	—
Ending balance	$ —	$ 24,066

Change in fair value of private placement warrants consists of adjustments related to the Private Placement Warrants liabilities re-measured to fair value at the end of each reporting period and the final mark-to-market adjustments for exercised warrants. During the year ended December 31, 2023, 6.7 million Private Placement Warrants were exercised, which reduced our Private Placement Warrants liabilities by $49.0 million with an offset to common stock at par value and the remaining to additional paid in capital.

The Company has an equity investment measured at cost with a carrying value of $2.1 million as of both December 31, 2023 and 2022, and is only adjusted to fair value if there are identified events that would indicate a need for an upward or downward adjustment or changes in circumstances that may indicate impairment. The estimation of fair value requires the use of significant unobservable inputs, such as voting rights and obligations in the securities held, and is therefore classified within level 3 of the fair value hierarchy. There were no identified events that required a fair value adjustment during the year ended December 31, 2023. The Company recorded a $1.3 million impairment during the year ended December 31, 2022.

The recurring fair value measurement of the interest rate swap was valued based on observable inputs for similar assets and liabilities including swaption values and other observable inputs for interest rates and yield curves and is classified within level 2 of the fair value hierarchy. The following presents the changes in the fair value of the interest rate swap in the gross balances within the below line items for the respective periods:

($ in thousands)	December 31, 2023	December 31, 2022
Prepaid expenses and other current assets		
Beginning balance	$ —	$ —
Change in fair value of interest rate swap	689	—
Ending balance	$ 689	$ —
Other non-current assets		
Beginning balance	$ 1,973	$ —
Change in fair value of interest rate swap	(1,346)	1,973
Ending balance	$ 627	$ 1,973
Accrued liabilities		
Beginning balance	$ 977	$ —
Change in fair value of interest rate swap	(977)	977
Ending balance	$ —	$ 977

The Company separately classifies the current and non-current components based on the value of settlements due within 12 months (current) and greater than 12 months (non-current).

Asset Retirement Obligations

The Company records obligations to perform certain retirement activities on camera and speed enforcement systems in the period that the related assets are placed in service. Asset retirement obligations are contractual obligations to restore property to its initial state. These obligations, which are initially estimated based on discounted cash flow estimates, are accreted to full value over time through charges to operating expenses in the consolidated

statements of operations. The associated asset retirement obligation is capitalized as part of the related asset's carrying value and is depreciated over the asset's estimated remaining useful life. When events and circumstances indicate that the original estimates used for asset retirement obligations may need revision, the Company reassesses the assumptions used and adjusts the liability appropriately.

Deferred Financing Costs

Deferred financing costs consist of the costs incurred to obtain long-term financing, including the Company's credit facilities (see Note 8, *Long-Term Debt*). These costs, which are a reduction to long-term debt on the consolidated balance sheets, are amortized over the term of the related debt, using the effective interest method for term debt and the straight-line method for revolving credit facilities. Amortization of deferred financing costs for fiscal years 2023, 2022 and 2021 was $4.7 million, $5.5 million and $5.2 million respectively.

Income Taxes

Income tax expense includes U.S and international current and deferred income taxes and interest and penalties on uncertain tax positions. Certain income and expenses are not reported in tax returns and financial statements in the same year. The tax effect of these temporary differences is reported as deferred income taxes. Deferred tax assets are reported net of a valuation allowance when it is more likely than not that a tax benefit will not be realized. All deferred income taxes are classified as long-term on our consolidated balance sheets.

Stock-based Compensation

In October 2018, the Company established the Verra Mobility 2018 Equity Incentive Plan which provides for a variety of stock-based awards for issuance to employees and directors. In May 2023, the Company's stockholders approved the Verra Mobility Corporation Amended and Restated 2018 Equity Incentive Plan (the "***2018 Plan***"), which, among other things, increased the maximum number of shares available for awards by 5,000,000 shares. The Company grants RSUs, stock options and PSUs.

The Company recognizes the fair value of RSUs based on the Company's common stock price at market close on the date of the grant. The Company uses the Black-Scholes option pricing model to determine the fair value of stock options, and uses the Monte Carlo simulation model to determine the fair value of PSUs containing market conditions. The Black-Scholes model requires an assumption regarding the expected life of the stock option, which the Company estimated to be 6.25 years by applying the short-cut method permitted under SEC Staff Accounting Bulletin No. 110. PSUs granted vest at the end of a three-year period (or ratably over three years for certain grants), which matches the awards' performance period. RSUs and stock options vest based on the continued service of the recipient. PSUs are issued upon continued service along with the relative satisfaction of a market condition that measures the Company's total stockholder return relative to a comparably calculated return for a peer group during the performance period or to the Company's absolute total stockholder return. In addition, the Black-Scholes and the Monte Carlo models require assumptions to be made regarding the expected volatility of the Company's stock price. Stock price volatility is determined by averaging an implied volatility with the measure of historical volatility for stock options and using the historical volatility for PSUs.

The following represents our weighted average assumptions for stock options and PSUs granted for the respective periods:

	For the Year Ended December 31,		
	2023	2022	2021
Stock options			
Weighted average expected volatility	38.5%	45.1%	47.7%
Weighted average risk-free interest rate	4.28%	2.94%	0.94%
PSUs			
Weighted average expected volatility	43.8%	48.0%	50.4%
Weighted average risk-free interest rate	4.29%	2.78%	0.33%

Compensation expense for share-based awards is determined based on the grant date fair value. The Company recognizes these compensation costs on a straight-line basis over the requisite service period of the award, which is

generally the vesting term of the share-based award. The compensation expense for the PSUs is recognized over the requisite service period regardless of whether the market condition is satisfied. Forfeitures are accounted for as they occur. See Note 13, *Equity Incentive Plan*, for more information on the Company's share-based awards.

Revenue Recognition

Nature of Goods and Services

The following is a description of principal activities, separated by reportable segments, from which the Company generates revenue:

Commercial Services. The Commercial Services segment offers toll and violation management solutions for commercial fleet operators, including RACs, Direct Fleets and FMCs. The Company determined its performance obligation is a distinct stand-ready obligation, as there is an unspecified quantity of services provided that does not diminish, and the customer is being charged only when it uses the Company's services, such as toll payment, title and registration, etc. Payment terms for contracts with commercial fleet and rental car companies vary, but are usually billed as services are performed. The Company recognizes revenue over time based on the number of transactions processed on behalf of customers during the period. It recognizes revenue on a net basis when it acts as an agent in the transaction.

Government Solutions. The Government Solutions segment principally generates revenue by providing complete, end-to-end speed, red-light, school bus stop arm, and bus lane enforcement solutions. Products, when sold, are typically sold together with the services in a bundle for a majority of customers. The average initial term of a contract is three to five years. Payment terms for contracts with government agencies vary depending on whether the consideration is fixed or variable. Payment terms for contracts with fixed consideration are usually based on equal installments over the duration of the contract. Payment terms for contracts with variable consideration are usually billed and collected as citations are issued or paid. Certain mobile speed programs are billed per camera system deployed. In instances when the consideration expected from the customer is subject to variation, any variable consideration affecting revenue recognition is allocated to the distinct period (the monthly period) that it relates to.

- Product sales (sale of camera systems and installation) – the camera systems and related installation services are an integrated solution and are accounted for as a single performance obligation. The revenues for this performance obligation are generally recognized at a point in time when the installation process is completed and the camera system is ready to perform the services as expected by the customer. Generally, this occurs at site acceptance.
- Service revenue – the Company provides a suite of services which may include camera maintenance, processing images taken by the camera, forwarding eligible images to the police department and processing payments on behalf of the municipality. The Company concluded that the suite of services as a whole represents one service offering and is a single performance obligation. The service offering is accounted for as a single continuous service. The Company applies the series guidance for those services as it stands ready to deliver those services over the contract period. The Company recognizes revenue from services over time, as they are performed.

Many of the Company's customer contracts include both product sales and service revenue. The Company applies judgment when determining whether the product sales and service offering are accounted for as combined performance obligation or distinct performance obligations. In contracts where title to the camera system does not transfer to the customer, the Company accounts for the contract as a single, combined performance obligation. This is because the customer receives the right to use the photo enforcement system and the service offering concurrently. For other contracts, the Company accounts for the products and services as distinct performance obligations because the camera systems and the related service solution are both capable of being distinct and are not highly interdependent and interrelated.

In contracts with multiple performance obligations, consideration is allocated between separate products and services in a bundle based on their stand-alone selling prices ("***SSP***"). The Company estimates the SSP for its product sales using expected cost plus margin. The Company is unable to establish the SSP for its service offering based on observable prices as the services are sold for a wide range of amounts (the selling price is highly variable). As such, the SSP for service offerings included in these contracts is generally determined by applying a residual approach.

Parking Solutions. The T2 Systems business offers an integrated suite of parking software, transaction processing and hardware solutions to its customers. Revenue is derived primarily from the sale of software as a service ("***SaaS***") and specialized hardware. For bundled offerings, the Company accounts for individual products and services separately if they are distinct and allocates the transaction price based on the relative SSP. The Company is able to

establish the SSP for its product sales based on the observable prices of products sold separately in comparable transactions. For professional services, the Company's estimate of the standalone selling price is comprised of multiple factors which include a cost plus margin approach and the historical sales price of similar services. The Company is unable to establish the SSP for its software licenses based on observable prices given the same products are sold at a broad range of prices and a representative SSP is not discernible from past transactions or other observable evidence, as such, the SSP for software licenses included in a contract with multiple performance obligations is generally determined by applying a residual approach. The Company's estimates of SSP are reassessed on a periodic basis or when facts and circumstances change.

- The Company's hosted parking management software products provide customers the ability to manage access to their parking lots and garages, issue physical or virtual parking permits and manage citations issued through enforcement devices. Revenue derived from these SaaS products is recognized ratably over the contractual service period beginning on the date the service is made available to the customer.
- Service revenue derived from the Company's professional services are recognized over time as the services are performed. Revenues for fixed-price service projects are generally recognized over time applying input methods to estimate progress to completion.
- Revenue from product sales is recognized at a point in time when a customer takes control of the hardware, which typically occurs when the product is delivered to the customer and ownership is transferred to the customer.

Remaining Performance Obligations

Deferred revenue represents amounts that have been invoiced in advance which are expected to be recognized as revenue in future periods, and it primarily relates to the Government Solutions and Parking Solutions customers. As of December 31, 2023 and 2022, the Company had approximately $13.1 million and $12.2 million of deferred revenue in the Government Solutions segment, respectively. During the twelve months ended December 31, 2023 and 2022, the Company recognized $5.2 million and $3.7 million, respectively, of revenue related to amounts that were included in deferred revenue as of December 31, 2022 and 2021, respectively. As of December 31, 2023 and 2022, the Company had approximately $19.7 million and $21.2 million of deferred revenue in the Parking Solutions segment, respectively. During the twelve months ended December 31, 2023 and 2022, the Company recognized $20.7 million and $20.1 million, respectively, of revenue related to amounts that were included in deferred revenue as of December 31, 2022 and 2021, respectively.

Transaction price allocated to the remaining performance obligations includes deferred revenue above and unbilled amounts that are expected to be recognized as revenue in future periods. As of December 31, 2023, total transaction price allocated to performance obligations in the Government Solutions segment that were unsatisfied or partially unsatisfied was $317.6 million, of which $204.3 million is expected to be recognized as revenue in the next twelve months and the rest over the remaining performance obligation period. The Company elected the practical expedients to omit disclosure for the amount of the transaction price allocated to remaining performance obligations with original expected contract length of one year or less and the amount that relates to variable consideration allocated to a wholly unsatisfied performance obligation to transfer a distinct good or service within a series of distinct goods or services that form a single performance obligation.

Credit Card Rebates

The Company earns volume rebates from total spend on purchasing cards and recognizes the income in other income, net in the consolidated statements of operations. For the fiscal years ended December 31, 2023, 2022 and 2021, the Company recorded $17.8 million, $14.5 million, and $11.3 million respectively, related to rebates.

Advertising Costs

The Company expenses advertising costs as incurred. Advertising costs for the fiscal years ended December 31, 2023, 2022 and 2021, were $1.1 million, $1.0 million and $0.7 million, respectively, and were included in selling, general, and administrative expenses in the consolidated statements of operations.

Foreign Currency

Assets and liabilities denominated in foreign currencies that differ from their functional currencies are re-measured at the exchange rate on the balance sheet date. The foreign currency effect of the re-measurement is included in other income, net in the consolidated statements of operations. The impact of foreign currency re-measurement was losses of $1.7 million, $0.7 million and $0.2 million for the fiscal years ended December 31, 2023, 2022 and 2021, respectively.

The assets and liabilities of our foreign subsidiaries whose functional currency is not the U.S. dollar are translated into U.S. dollars at current exchange rates while revenue and expenses are translated from functional currencies at average monthly exchange rates. The resulting translation adjustments are recorded in accumulated other comprehensive loss in stockholders' equity.

Acquisitions

The Company applies the acquisition method to account for business combinations. The Company allocates the fair value of the purchase price consideration to assets acquired and liabilities assumed based on their estimated fair values. The excess of the purchase consideration over the fair value of the identifiable assets and liabilities is recorded as goodwill. The Company includes the results of operations of businesses acquired from the date of the respective acquisition. Any transaction costs associated with acquisitions are expensed as incurred.

Measurement period adjustments to preliminary purchase price allocations are recognized in the period in which they are determined, with the effect on earnings of any changes in depreciation, amortization or other income resulting from such changes calculated as if the accounting had been completed at the acquisition date. If applicable, we estimate the fair value of contingent consideration payments in determining the purchase price. Contingent consideration is adjusted to fair value in subsequent periods as an increase or decrease in selling, general and administrative expenses.

The determination and allocation of fair values to the identifiable assets acquired and liabilities assumed is based on various assumptions and valuation methodologies requiring considerable management judgment, and includes the use of independent valuation specialists to assist the Company in estimating fair values of acquired tangible and intangible assets. Although the Company believes that the assumptions applied in the determination are reasonable based on information available at the date of acquisition, actual results may differ from estimates.

Recent Accounting Pronouncements

Accounting Standards Adopted

In March 2020, the FASB issued Accounting Standards Update ("***ASU***") 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. The ASU provided temporary optional guidance to ease the potential burden in accounting for reference rate reform. It provided optional expedients and exceptions for applying GAAP to contract modifications, subject to meeting certain criteria, that reference LIBOR or another reference rate that is discontinued. In January 2021, the FASB issued ASU 2021-01, Reference Rate Reform (Topic 848): Scope, which clarifies that certain optional expedients and exceptions in Topic 848 for contract modifications and hedge accounting apply to derivatives that are affected by the discounting transition.

In March 2023, the Company amended its 2021 Term Loan agreement to transition away from LIBOR to Term SOFR with the cessation of LIBOR in June 2023. As a result, the Company adopted the standard and elected to apply the optional expedients which enabled it to consider the change in the benchmark interest rate as a continuation of the existing loan agreement and account for it prospectively. The adoption of this standard did not have a material impact to the consolidated financial statements.

Accounting Standards Not Yet Adopted

On June 30, 2022, the FASB issued ASU 2022-03, *Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions*. The ASU clarifies that a contractual restriction on the sale of an equity security is not considered part of the unit of account of the equity security and, therefore, is not considered in measuring fair value. It also requires entities with investments in equity securities subject to contractual sale restrictions to disclose certain qualitative and quantitative information about such securities. The guidance is effective for fiscal years, including interim periods beginning after December 15, 2023. The Company does not expect this standard to have a material impact on its consolidated financial statements.

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures.* The ASU intends to enhance disclosure related to significant segment expenses regularly provided to the CODM, amounts presented as "other" within segment profit (loss), require that all annual disclosures are also reported for interim periods, further define the CODM and how they use segment profit (loss) to allocate resources, and require that entities with only a single reportable segment provide all required segment disclosures. The guidance is effective for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. The Company is currently evaluating the impact of this standard on its financial statements.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*. The ASU requires companies to disclose specific categories in the rate reconciliation, provide additional disclosure for reconciling items that exceed proscribed thresholds, and enhance disclosure regarding income taxes paid and sources of income (loss) from continuing operations including the tax expense (or benefit) disaggregated by federal, state and foreign taxes. The guidance is effective for fiscal years beginning after December 15, 2024. Early adoption is permitted. The Company is currently evaluating the impact of this standard on its financial statements.

3. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist of the following at December 31:

($ in thousands)	2023	2022
Prepaid services	$ 10,496	$ 9,171
Prepaid tolls	9,174	9,978
Prepaid income taxes	9,830	4,629
Prepaid computer maintenance	6,775	5,492
Costs to fulfill a customer contract	5,852	3,193
Deposits	2,322	2,057
Prepaid insurance	1,755	3,112
Other	757	1,972
Total prepaid expenses and other current assets	$ 46,961	$ 39,604

4. Property and Equipment, Net

Property and equipment, net, consists of the following at December 31:

($ in thousands)	2023	2022
Equipment	$ 159,151	$ 122,507
Software	37,415	30,288
Leasehold improvements	10,031	9,806
Computer equipment	21,415	20,274
Furniture	2,651	2,648

Automobiles	14,422	12,933
Construction in progress	17,781	19,357
Property and equipment	262,866	217,813
Less: accumulated depreciation	(139,618)	(108,038)
Property and equipment, net	$ 123,248	$ 109,775

Depreciation expense was $35.2 million, $32.2 million and $26.8 million for the fiscal years ended December 31, 2023, 2022 and 2021, respectively.

5. Goodwill and Intangible Assets

The following table presents the changes in the carrying amount of goodwill by reportable segment:

($ in thousands)	Commercial Services	Government Solutions	Parking Solutions	Total
Balance at December 31, 2021	$ 425,081	$ 215,400	$ 198,386	$ 838,867
Measurement period adjustment [a]	—	—	756	756
Foreign currency translation adjustment	(5,361)	(782)	—	(6,143)
Balance at December 31, 2022	419,720	214,618	199,142	833,480
Foreign currency translation adjustment	2,371	(16)	—	2,355
Balance at December 31, 2023	$ 422,091	$ 214,602	$ 199,142	$ 835,835

(a) The measurement period adjustment is related to the T2 Systems acquisition completed in December 2021.

Intangible assets consist of the following as of the respective period-ends:

			At December 31, 2023	
($ in thousands)	Weighted Average Remaining Useful Life	Weighted Average Amortization Period	Gross Carrying Amount	Accumulated Amortization
Trademarks	0.3 years	3.7 years	$ 36,190	$ 32,882
Patent	4.8 years	5.0 years	500	17
Non-compete agreements	0.0 years	5.0 years	62,540	62,540
Customer relationships	4.5 years	9.3 years	558,801	288,065
Developed technology	0.8 years	5.8 years	201,657	175,159
Gross carrying value of intangible assets			859,688	$ 558,663
Less: accumulated amortization			(558,663)	
Intangible assets, net			$ 301,025	

			At December 31, 2022	
($ in thousands)	Weighted Average Remaining Useful Life	Weighted Average Amortization Period	Gross Carrying Amount	Accumulated Amortization
Trademarks	0.4 years	3.7 years	$ 36,151	$ 32,233
Non-compete agreements	0.1 years	5.0 years	62,529	60,926
Customer relationships	5.5 years	9.3 years	557,570	227,102
Developed technology	1.2 years	5.8 years	201,548	160,117
Gross carrying value of intangible assets			857,798	$ 480,378
Less: accumulated amortization			(480,378)	
Intangible assets, net			$ 377,420	

Amortization expense was $77.6 million, $106.2 million and $89.9 million for fiscal years ended December 31, 2023, 2022 and 2021, respectively.

Estimated amortization expense in future years is expected to be:

($ in thousands)	
2024	$ 67,131
2025	64,433
2026	57,431
2027	28,523
2028	22,580
Thereafter	60,927
Total	$ 301,025

6. Accrued Liabilities

Accrued liabilities consist of the following at December 31:

($ in thousands)	2023	2022
Accrued legal settlement	$ 31,500	$ —
Accrued salaries and wages	27,905	19,109
Current deferred tax liabilities	7,574	7,559
Current portion of operating lease liabilities	7,133	6,355
Accrued interest payable	4,594	4,459
Payroll liabilities	3,214	2,136
Restricted cash due to customers	2,835	3,541
Advanced deposits	2,308	1,029
Self-insurance liability	1,802	858
Current portion of interest rate swap liability	—	977
Other	4,254	2,824
Total accrued liabilities	$ 93,119	$ 48,847

7. Asset Retirement Obligations

The following summarizes the changes in the Company's asset retirement obligations for the years ended December 31:

($ in thousands)	2023	2022
Asset retirement obligations, beginning balance	$ 12,993	$ 11,824
Liabilities incurred [(a)]	1,176	944
Accretion expense	760	445
Liabilities settled	(349)	(220)
Asset retirement obligations, ending balance	$ 14,580	$ 12,993

(a) For the year ended December 31, 2022, this included $0.4 million increase resulting from a change in estimate for the impact of inflation.

8. Long-term Debt

The following table provides a summary of the Company's long-term debt at December 31:

($ in thousands)	2023	2022
2021 Term Loan, due 2028	$ 704,587	$ 886,106
Senior Notes, due 2029	350,000	350,000
Less: original issue discounts	(3,646)	(5,637)
Less: unamortized deferred financing costs	(12,809)	(18,489)
Total long-term debt	1,038,132	1,211,980
Less: current portion of long-term debt	(9,019)	(21,935)
Total long-term debt, net of current portion	$ 1,029,113	$ 1,190,045

The following table presents the aggregate principal and interest payments in future years on long-term debt as of December 31, 2023:

($ in thousands)	Principal	Interest [1]
2024	$ 9,019	$ 81,757
2025	9,019	80,448
2026	9,019	79,651
2027	9,019	78,853
2028	668,511	33,177
Thereafter	350,000	5,561
Total	$ 1,054,587	$ 359,447

(1) The variable interest rate in effect as of December 31, 2023 was used to calculate interest payments for the 2021 Term Loan.

2021 Term Loan

In March 2021, VM Consolidated, Inc. ("***VM Consolidated***"), the Company's wholly owned subsidiary, entered into an Amendment and Restatement Agreement No.1 to the First Lien Term Loan Credit Agreement (the "***2021 Term Loan***") with a syndicate of lenders. The 2021 Term Loan has an aggregate borrowing of $900.0 million, maturing on March 24, 2028, which includes the incremental borrowing of $250.0 million in December 2021 as a result of exercising the accordion feature available under the agreement. In connection with the 2021 Term Loan borrowings, the Company had $4.6 million of offering discount costs and $4.5 million in deferred financing costs, both of which were capitalized and are being amortized over the remaining life of the 2021 Term Loan.

During fiscal year 2023, the Company made early repayments of $172.5 million on the 2021 Term Loan and as a result, the total principal outstanding was $704.6 million as of December 31, 2023. The Company recognized losses on extinguishment of debt of $3.5 million and $5.3 million for fiscal years 2023 and 2021, respectively, related to the write-off of pre-existing deferred financing costs and discounts, and lender and third party costs.

The 2021 Term Loan is repayable at 1.0% per annum of the amount initially borrowed, paid in quarterly installments. It bears interest based, at the Company's option, on either (1) LIBOR plus an applicable margin of 3.25% per annum, or (2) an alternate base rate plus an applicable margin of 2.25% per annum. In March 2023, the Company amended its 2021 Term Loan agreement (the "***Second Amendment***") to transition away from LIBOR to Term SOFR with the cessation of LIBOR in June 2023. To compensate for the differences in reference rates utilized, the Second Amendment also includes a credit spread adjustment of 0.11448% for an interest period of one-month duration, 0.26161% for a three-month duration, 0.42826% for a six-month duration, and 0.71513% for twelve-months duration in addition to Term SOFR and the applicable margin. The Company has applied the optional expedients in ASC 848, *Reference Rate Reform*, and elected to treat the change in the benchmark interest rate to

Term SOFR as a continuation of the existing loan agreement and account for it prospectively. As of December 31, 2023, the new all-in interest rate on the 2021 Term Loan was 8.7%.

In addition, the 2021 Term Loan requires mandatory prepayments equal to the product of the excess cash flows of the Company (as defined in the 2021 Term Loan agreement) and the applicable prepayment percentages (calculated as of the last day of the fiscal year), as set forth in the following table:

Consolidated First Lien Net Leverage Ratio (As Defined by the 2021 Term Loan Agreement)	Applicable Prepayment Percentage
> 3.70:1.00	50%
≤ 3.70:1.00 and > 3.20:1.00	25%
≤ 3.20:1.00	0%

The Company did not have mandatory prepayments of excess cash flows for the fiscal years ended December 31, 2023 or 2022.

Subsequent to December 31, 2023, the Company amended the 2021 Term Loan agreement to refinance the entire outstanding amount under the 2021 Term Loan. In connection with the amended 2021 Term Loan agreement, the interest rate was reduced and the credit spread adjustment was eliminated. See Note 18, *Subsequent Events*, for additional information.

Senior Notes

In March 2021, VM Consolidated issued an aggregate principal amount of $350.0 million in Senior Unsecured Notes (the "***Senior Notes***"), due on April 15, 2029. In connection with the issuance of the Senior Notes, the Company incurred $5.7 million in lender and third-party costs, which were capitalized as deferred financing costs and are being amortized over the remaining life of the Senior Notes.

Interest on the Senior Notes is fixed at 5.50% per annum and is payable on April 15 and October 15 of each year. On or after April 15, 2024, the Company may redeem all or a portion of the Senior Notes at the redemption prices set forth below in percentages by year, plus accrued and unpaid interest:

Year	Percentage
2024	102.750%
2025	101.375%
2026 and thereafter	100.000%

In addition, the Company may redeem up to 40% of the Senior Notes before April 15, 2024, with the net cash proceeds from certain equity offerings at a redemption price of 105.50%.

PPP Loan

During fiscal year 2020, one of the Company's wholly owned subsidiaries received a $2.9 million loan from the U.S. Small Business Administration ("***SBA***") as part of the Paycheck Protection Program ("***PPP Loan***") to offset certain employment and other allowable costs incurred as a result of the COVID-19 pandemic. In early 2021, the Company applied for forgiveness of this loan, and on September 23, 2022, it was notified by the SBA that the loan, together with accrued interest, had been fully forgiven under the provisions of the PPP Loan program. Accordingly, the Company recognized a $3.0 million gain on extinguishment of debt in the consolidated statements of operations for the year ended December 31, 2022.

The Revolver

The Company has a Revolving Credit Agreement (the "***Revolver***") with a commitment of up to $75.0 million available for loans and letters of credit. The Revolver matures on December 18, 2026. Borrowing eligibility under the Revolver is subject to a monthly borrowing base calculation based on (i) certain percentages of eligible accounts receivable and inventory, less (ii) certain reserve items, including outstanding letters of credit and other reserves.

The Revolver bears interest on either (1) Term SOFR plus an applicable margin, or (2) an alternate base rate, plus an applicable margin. The margin percentage applied to (1) Term SOFR is either 1.25%, 1.50%, or 1.75%, or (2) the base

rate is either 0.25%, 0.50%, or 0.75%, depending on the Company's average availability to borrow under the commitment. There is a credit spread adjustment of 0.10% for a one-month duration, 0.15% for a three-month duration, and 0.25% for a six-month duration, in addition to Term SOFR and the applicable margin percentages. There are no outstanding borrowings on the Revolver as of December 31, 2023 or 2022. At December 31, 2023, the availability to borrow was $74.8 million, net of $0.2 million of outstanding letters of credit.

Interest on the unused portion of the Revolver is payable quarterly at 0.375% and the Company is also required to pay participation and fronting fees at 1.38% on $0.2 million of outstanding letters of credit as of December 31, 2023.

All borrowings and other extensions of credits under the 2021 Term Loan, Senior Notes and the Revolver are subject to the satisfaction of customary conditions and restrictive covenants including absence of defaults and accuracy in material respects of representations and warranties. Substantially all of the Company's assets are pledged as collateral to secure the Company's indebtedness under the 2021 Term Loan. At December 31, 2023, the Company was compliant with all debt covenants.

Interest Expense, Net

The Company recorded interest expense, net of interest income, including amortization of deferred financing costs and discounts, of $86.7 million, $69.4 million and $44.9 million for the fiscal years ended December 31, 2023, 2022 and 2021 respectively. Interest income earned was $4.2 million for the fiscal year ended December 31, 2023 and less than $0.1 million for both fiscal years ended December 31, 2022 and 2021.

The weighted average effective interest rates on the Company's outstanding borrowings were 7.7% and 7.0% at December 31, 2023 and December 31, 2022, respectively.

See Note 2, *Significant Accounting Policies*, for additional information on the interest rate swap entered into in December 2022 to hedge the Company's exposure against rising interest rates.

9. Leases

The Company's operating leases primarily consist of office, equipment and vehicle leases expiring at various dates through April 2035. The Company has lease agreements with lease and non-lease components and has elected to account for such components as a single lease component. The Company measures and recognizes contracts containing a lease and determines lease classification at commencement. Right of use operating assets and lease liabilities are measured based on the estimated present value of lease payments over the lease term. In determining the present value of lease payments, the Company uses its estimated incremental borrowing rate when the rate implicit in the lease cannot be readily determined. The estimated incremental borrowing rate is based upon information available at lease commencement including publicly available data for debt instruments. The lease term includes periods covered by options to extend when it is reasonably certain the Company will exercise such options as well as periods subsequent to an option to terminate the lease if it is reasonably certain the Company will not exercise the termination option. Certain of the lease agreements have rent abatement and escalating rental payment provisions. Operating lease costs are recognized on a straight-line basis over the lease term. Variable lease costs are recognized as incurred. The Company's lease agreements do not contain any material residual value guarantees or restrictive covenants. The Company does not have material short-term leases and does not engage in material subleasing activities.

As of December 31, 2023, operating leases had a remaining weighted average lease term of 8.0 years and operating lease liabilities were measured using a weighted average discount rate of 5.4%. The total operating lease costs for the fiscal years ended December 31, 2023, 2022 and 2021 were $9.5 million, $8.8 million and $7.5 million, respectively. Variable lease costs for fiscal years ended December 31, 2023, 2022 and 2021 were approximately $2.7 million, $1.5 million and $1.4 million, respectively. Finance leases for the Company are not material.

The following is a summary of the operating lease liabilities as of December 31:

($ in thousands)	2023	2022
Operating lease liabilities, net of current portion	$ 29,124	$ 33,362
Current portion	7,133	6,202
Total operating lease liabilities	$ 36,257	$ 39,564

The following provides future maturities of operating lease liabilities as of December 31, 2023:

($ in thousands)	
2024	$ 8,855
2025	6,531
2026	5,030
2027	3,707
2028	3,039
Thereafter	18,160
Total minimum payments	45,322
Less: amount representing interest	(9,065)
Total	$ 36,257

10. Net Income Per Share

Basic net income per share is calculated by dividing net income by the weighted average shares outstanding during the period, without consideration of common stock equivalents. Diluted net income per share is calculated by adjusting the weighted average shares outstanding for the dilutive effect of common stock equivalents outstanding for the period, determined using the treasury-stock method.

The components of basic and diluted net income per share are as follows:

	For the Year Ended December 31,		
(In thousands, except per share data)	2023	2022	2021
Numerator:			
Net income	$ 57,015	$ 92,475	$ 41,449
Denominator:			
Weighted average shares - basic	158,777	152,848	159,983
Common stock equivalents	1,240	6,178	3,795
Weighted average shares - diluted	160,017	159,026	163,778
Net income per share - basic	$ 0.36	$ 0.61	$ 0.26
Net income per share - diluted	$ 0.36	$ 0.50	$ 0.25
Antidilutive shares excluded from diluted net income per share:			
Contingently issuable shares [1]	—	5,000	5,000
ASR shares [2]	566	—	—
Private placement warrants	—	—	6,667
Non-qualified stock options	222	1,149	1,018
Performance share units	22	157	130
Restricted stock units	219	742	432
Total antidilutive shares excluded	1,029	7,048	13,247

(1) Contingently issuable shares related to the earn-out agreement as discussed in Note 15, *Other Transactions*.

(2) Had the accelerated share repurchase ("*ASR*") initiated in the third quarter of 2023 described in Note 12, *Stockholders' Equity*, been settled as of December 31, 2023, determined based on the volume-weighted average price per share since its effective date, the counterparties would have been required to deliver these additional estimated shares to the Company. The final settlement for the ASR occurred during the first quarter of fiscal year 2024, at which time, the Company received 534,499 additional shares.

11. Income Taxes

On August 16, 2022, the U.S. government enacted the Inflation Reduction Act of 2022, which was effective January 1, 2023 and contained provisions implementing a 15% minimum corporate income tax on book income of certain large corporations, a 1% excise tax on net stock repurchases and several tax incentives to promote clean energy. The enacted provisions did not have a material impact on the Company's consolidated financial statements for the years ended December 31, 2023 and 2022.

Income before income taxes consisted of the following:

	For the Year Ended December 31,		
($ in thousands)	2023	2022	2021
U.S.	$ 92,425	$ 140,858	$ 77,101
Foreign	(5,428)	(13,750)	(9,200)
Total income before incomes taxes	$ 86,997	$ 127,108	$ 67,901

The income tax provision consisted of the following:

	For the Year Ended December 31,		
($ in thousands)	2023	2022	2021
Current			
Federal	$ 38,109	$ 34,071	$ 25,361
State	15,794	14,779	10,523
Foreign	3,113	1,777	160
Total current	57,016	50,627	36,044
Deferred			
Federal	(16,522)	(8,069)	(7,434)
State	(6,335)	(4,863)	(1,627)
Foreign	(4,177)	(3,062)	(531)
Total deferred	(27,034)	(15,994)	(9,592)
Income tax provision	$ 29,982	$ 34,633	$ 26,452

A reconciliation to the income tax provision from the amounts computed by applying the statutory U.S. federal income tax rate is as follows:

($ in thousands)	For the Year Ended December 31, 2023	2022	2021
Income tax provision at statutory rate	$ 18,270	$ 26,693	$ 14,259
State income taxes, net of federal income tax effect	7,762	8,588	6,748
Tax rate changes/ valuation of deferred tax items	—	—	586
162(m) limitation	1,000	1,766	1,325
Non-deductible expenses	49	30	174
Stock-based compensation	796	(545)	(752)
Unrecognized tax benefits	1,831	1,215	174
Tax impact for change in fair value of warrants	5,243	(3,024)	1,596
Change in valuation allowance	297	1,429	1,435
Non-deductible transaction costs	—	—	1,078
Research and development credits	(1,032)	(517)	(125)
Tax receivable agreement imputed interest	(3,641)	—	—
Other	(593)	(1,002)	(46)
Total income tax provision	$ 29,982	$ 34,633	$ 26,452

Significant components of the Company's deferred income tax assets and liabilities consist of the following at December 31:

($ in thousands)	2023	2022
Deferred tax assets:		
Accrued expenses and other	$ 12,649	$ 6,255
Allowance for credit losses	7,894	9,108
Net operating loss carryforward	16,489	16,476
Interest expense limitation carryforward	5,656	5,108
Federal and state income tax credits	4,446	4,965
ASC 842 operating lease liabilities	10,005	10,986
R&D Section 174 capitalization	9,235	3,248
Stock compensation	2,655	1,995
Tax receivable agreement imputed interest	3,641	—
Transaction costs	305	458
Other	1,252	2,026
Gross deferred tax assets	74,227	60,625
Valuation allowance	(7,011)	(5,263)
Deferred tax assets, net of valuation allowance	67,216	55,362
Deferred tax liabilities:		
Intangible assets and transaction costs	(31,663)	(42,206)
Property and equipment	(13,719)	(15,265)
Financing costs	(1,206)	(2,392)
Prepaid assets	(2,255)	(2,269)
ASC 842 operating lease assets	(9,255)	(10,403)
Gross deferred tax liabilities	(58,098)	(72,535)
Total deferred tax assets (liabilities), net	$ 9,118	$ (17,173)

As of December 31, 2023 and 2022, the Company presented $27.5 million and $4.0 million, respectively, of deferred tax assets, net, to reflect U.S. entity deferred taxes within other non-current assets in the Company's consolidated balance sheets.

As of December 31, 2023, the Company has provided income taxes on the earnings of foreign subsidiaries, except to the extent such earnings are considered indefinitely reinvested. The amount of the unrecognized deferred tax liability related to these temporary differences is approximately $0.8 million.

In accordance with ASC 740, *Income Taxes*, deferred tax assets are reduced by a valuation allowance if it is more likely than not that some portion or all of the deferred tax assets will not be realized. The realization of deferred tax assets can be affected by, among other things, the nature, frequency and severity of current and cumulative losses, forecasts of future profitability, limitations on the use of acquired tax attributes due to an ownership change under IRC section 382, the length of statutory carryforward periods, the Company's experience with utilizing operating losses and tax credit carryforwards by jurisdiction, and tax planning alternatives and strategies that may be available.

The Company performed an analysis of the reversal of the deferred tax assets and considered the overall business environment, historical earnings, the outlook for future years and the impact of limitations on the use of acquired tax attributes due to an ownership change under IRC section 382. The Company determined that it is more likely than not that the benefit from certain foreign net operating loss carryforwards will not be realized as of the years ended December 31, 2023 and 2022, and as such provided a valuation allowance of $7.0 million and $5.3 million, respectively. The valuation allowance could be adjusted in future periods if estimates of future taxable income during the carryforward period are increased or if objective negative evidence in the form of cumulative losses is no longer present.

The net operating loss carryforwards represent $118.0 million and $124.4 million of federal, state and foreign net operating losses at December 31, 2023 and 2022, respectively. The federal net operating loss carryforward at December 31, 2023 consists of $17.7 million of losses that were generated after 2017 with no expiration date. The Company also has certain tax credits of $4.2 million and $5.6 million at December 31, 2023 and 2022, respectively, which if unused will begin to expire in 2025.

The following table summarizes the activity related to the Company's unrecognized tax benefits as of December 31:

($ in thousands)	2023	2022
Balance at the beginning of the year	$ 10,675	$ 2,878
Increases/(decreases) related to current year tax positions	5,401	8,076
Increases/(decreases) related to prior year tax positions	592	(132)
Expiration due to statute of limitations	(511)	(147)
Balance at the end of the year	$ 16,157	$ 10,675

Included in the balance of unrecognized tax benefits as of December 31, 2023 were $8.7 million of tax benefits that, if recognized, would impact the effective tax rate. The Company does not expect its unrecognized tax benefits to change significantly over the next 12 months.

The Company recognizes interest and penalties related to unrecognized tax benefits as income tax expense. The Company recognized $0.7 million for fiscal year 2023 and $0.5 million for fiscal year 2022 in interest and penalties. The Company had accrued interest and penalties of $1.2 million and $0.5 million at December 31, 2023 and 2022, respectively. The Company accounts for uncertain tax positions by recognizing the financial statement effects of a tax position only when, based on technical merits, it is more likely than not that the tax position will be sustained under examination.

The Company is subject to examination by the Internal Revenue Service and taxing authorities in various jurisdictions. The Company files U.S. federal and various foreign income tax returns which are subject to examination by the taxing authorities in the respective jurisdictions, generally for three or four years after they are filed. The Company's state income tax returns are generally no longer subject to income tax examination by tax authorities prior to 2019; however, the Company's net operating loss carryforwards and research credit carryforwards arising prior to that year are subject to adjustment. The Company is currently under audit by various state tax jurisdictions for the years 2018 through 2020; however, no material adjustments are anticipated. The Company regularly assesses the likelihood of tax deficiencies in each of the tax jurisdictions and, accordingly, makes appropriate adjustments to the tax provision as deemed necessary.

12. Stockholders' Equity

The Company's Amended and Restated Certificate of Incorporation authorizes the issuance of 261,000,000 shares of capital stock, consisting of (i) 260,000,000 shares of Class A Common Stock, and (ii) 1,000,000 shares of preferred stock, each at par value of $0.0001 per share. The outstanding shares of the Company's common stock are duly authorized, validly issued, fully paid and non-assessable.

Warrants

As of December 31, 2022, there were 19,999,967 warrants outstanding to acquire shares of the Company's Class A Common Stock, including (i) 6,666,666 Private Placement Warrants and (ii) the remaining Public Warrants. The Warrants had a five-year term and expired in October 2023, unless they were redeemed or exercised prior to expiration. As of December 31, 2023, all Warrants were either exercised by the holder or redeemed by the Company.

During the fiscal year ended December 31, 2023, the Company processed the exercise of 19,999,333 Warrants in exchange for the issuance of 16,273,406 shares of Class A Common Stock. There were 14,035,449 shares issued in exchange for cash-basis warrant exercises resulting in the receipt of $161.4 million in cash proceeds as of December 31, 2023. The remaining Warrant exercises were completed on a cashless basis. In addition, the Company redeemed 634 Public Warrants at a price of $0.01 per warrant, as the last sale price of the Class A Common Stock was equal to or exceeded $18.00 per share for 20 trading days within a 30 trading-day period before the Company sent the notice of redemption to the Warrant holders.

For details on the Private Placement Warrants liabilities as a result of the Warrant exercises and the changes in fair value of the liabilities recorded in the consolidated statements of operations, refer to the respective section within Note 2, *Significant Accounting Policies.*

Share Repurchases and Retirement - 2023

In November 2022, the Company's Board of Directors authorized a share repurchase program for up to an aggregate amount of $100.0 million of the Company's outstanding shares of Class A Common Stock over an 18-month period in open market, ASR or privately negotiated transactions, each as permitted under applicable rules and regulations, any of which may use pre-arranged trading plans that are designed to meet the requirements of Rule 10b5-1 of the Exchange Act.

The Company paid $8.1 million to repurchase 449,432 shares of its Class A Common Stock through open market transactions during the third quarter of fiscal year 2023, which it subsequently retired. On September 5, 2023, the Company used the remaining availability under the share repurchase program for an ASR and paid approximately $91.9 million to receive an initial delivery of 4,131,551 shares of its Class A Common Stock in accordance with an ASR agreement with a third-party financial institution. The final settlement occurred on January 12, 2024, at which time, the Company received 534,499 additional shares calculated using a volume-weighted average price over the term of the ASR agreement. The Company accounted for the ASR as a common stock repurchase and a forward contract indexed to its own common stock. The Company determined that the equity classification criteria was met for the forward contract, therefore, it did not account for it as a derivative instrument.

The Company paid a total of $100.0 million for share repurchases during the year ended December 31, 2023, and accounted for the transactions by deducting the par value from common stock, reducing $15.2 million from additional paid-in capital calculated using an average share price, and by increasing accumulated deficit for the remaining cost of $84.8 million.

On October 30, 2023, the Company's Board of Directors authorized a new share repurchase program for up to an aggregate amount of $100.0 million of its outstanding shares of Class A Common Stock over an 18-month period in open market, ASR or privately negotiated transactions. The level at which the Company repurchases depends on a number of factors, including its financial condition, capital requirements, cash flows, results of operations, future business prospects and other factors its management may deem relevant. The timing, volume and nature of repurchases are subject to market conditions, applicable securities laws and other factors and may be amended, suspended or discontinued at any time. The Company has not yet repurchased shares under this repurchase program.

Share Repurchases and Retirement - 2022

In May 2022, the Company's Board of Directors authorized a share repurchase program for up to an aggregate amount of $125.0 million of its outstanding shares of Class A Common Stock over a twelve-month period.

On May 12, 2022, the Company paid $50.0 million for an ASR and received an initial delivery of 2,739,726 shares of its Class A Common Stock in accordance with an ASR agreement with a third-party financial institution. The final settlement occurred on August 3, 2022, at which time, the Company received 445,086 additional shares calculated using a volume-weighted average price over the term of the ASR agreement. In addition, during the second and third quarters of 2022, the Company paid $6.9 million and repurchased 445,791 shares of its Class A Common Stock through open market transactions. The Company's Board of Directors authorized a second ASR during the third quarter of 2022 for the remaining availability under the share repurchase program. On August 19, 2022, the Company paid $68.1 million for a second ASR, and received an initial delivery of 3,300,000 shares of its Class A Common Stock in accordance with an ASR agreement with a third-party financial institution. The final settlement occurred on November 4, 2022, at which time, the Company received 943,361 additional shares calculated using a volume-weighted average price over the term of the ASR agreement. The Company accounted for each ASR transaction as a common stock repurchase and a forward contract indexed to its own common stock. The Company determined that the equity classification criteria was met for the forward contracts, therefore, it did not account for them as derivative instruments. The Company incurred $0.1 million of direct costs in connection with share repurchase transactions during fiscal year 2022, which it included in the cost of the shares acquired.

The Company paid a total of $125.0 million for shares repurchases and $0.1 million for direct costs during fiscal year 2022 and accounted for the transactions by deducting the par value from the common stock, reducing $15.9 million from additional paid-in capital calculated using an average share price, and by increasing accumulated deficit for the remaining cost of $109.1 million.

13. Equity Incentive Plan

In October 2018, the Company established the Verra Mobility 2018 Equity Incentive Plan which provides for a variety of stock-based awards including restricted stock units ("***RSUs***"), performance share units ("***PSUs***") and non-qualified stock options to employees and non-employee directors. In May 2023, the stockholders approved the Verra Mobility Corporation Amended and Restated 2018 Equity Incentive Plan (the "***2018 Plan***"), which, among other things, increased the maximum number of shares available for awards by 5,000,000 shares. The maximum number of shares of the Company's common stock that may be subject to awards under the 2018 Plan was 15,864,000 as of December 31, 2023, subject to adjustment in accordance with the terms of the 2018 Plan. At December 31, 2023, the Company had an aggregate of 7,110,881 shares of common stock available for future grants under the 2018 Plan.

RSUs and PSUs

The Company's RSUs consist of a right to receive shares on one or more vesting dates in the future. RSUs granted to employees vest ratably over four years from their individual award dates, subject to continued employment on the applicable vesting dates. RSUs granted to non-employee directors vest on the earlier of (a) the first anniversary of the vesting start date, or (b) the date immediately prior to the next annual stockholders meeting held by the Company occurring after the date of grant.

The Company grants PSUs to senior executives which consist of a right to receive shares generally at the end of a three-year period (or ratably over three years for certain grants). PSUs are issued upon continued service along with the relative satisfaction of a market condition that generally measures either the Company's total stockholder return relative to a comparably calculated return for a peer group during the performance period or to the Company's absolute total stockholder return. The level at which the performance condition is attained upon the completion of the

performance period determines the actual number of shares of the Class A Common Stock into which the PSUs will be converted. The conversion percentage ranges from 0% up to 150% of the target level.

The following table summarizes the activity of the Company's RSUs and PSUs:

	RSUs		PSUs	
	Shares (in thousands)	Weighted Average Grant Date Fair Value	Shares (in thousands)	Weighted Average Grant Date Fair Value
Balance at December 31, 2020	2,203	$ 10.64	106	$ 13.88
Granted	736	$ 14.12	154	$ 16.28
Vested	(1,018)	$ 10.41	—	$ —
Forfeited	(229)	$ 13.40	(31)	$ 16.97
Balance at December 31, 2021	1,692	$ 11.92	229	$ 15.07
Granted	1,093	$ 14.09	179	$ 15.58
Vested	(1,030)	$ 11.10	—	$ —
Forfeited	(260)	$ 13.39	(94)	$ 15.17
Balance at December 31, 2022	1,495	$ 13.82	314	$ 15.33
Granted	1,452	$ 18.16	1,970	$ 11.42
Vested	(523)	$ 13.77	(101)	$ 13.88
Forfeited	(358)	$ 16.18	(85)	$ 11.64
Balance at December 31, 2023	2,066	$ 16.49	2,098	$ 11.88

The fair value of RSUs vested during fiscal years 2023, 2022 and 2021 was $7.2 million, $11.4 million and $10.6 million, respectively. The fair value of PSUs vested during fiscal year 2023 was $1.4 million. There were no PSU awards that vested during fiscal years 2022 or 2021. As of December 31, 2023, the Company had $25.5 million and $18.9 million of unrecognized stock-based compensation expense related to unvested RSUs and PSUs, respectively, which is expected to be recognized over a weighted average period of 2.6 years and 3.1 years, respectively.

Stock Options

Stock options granted vest ratably over four years from their individual award dates, subject to continued employment on the applicable vesting dates, with a contractual term of ten years. The following table summarizes the activity of the Company's stock options:

	Stock Options Outstanding			
	Shares (in thousands)	Weighted Average Exercise Price Per Share	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value ($ in thousands)
Balance at December 31, 2020	614	$ 12.56		
Granted	731	$ 13.95		
Exercised	(12)	$ 12.62		$ 36
Forfeited	(170)	$ 14.29		
Balance at December 31, 2021	1,163	$ 13.18	8.7 years	$ 2,636
Granted	846	$ 13.97		
Exercised	(103)	$ 12.98		$ 348
Forfeited	(329)	$ 13.59		
Balance at December 31, 2022	1,577	$ 13.53	8.5 years	$ 619
Granted	25	$ 17.75		
Exercised	(451)	$ 13.08		$ 2,671

Forfeited	(91)	$ 13.89			
Balance at December 31, 2023	1,060	$ 13.78	7.7 years	$	9,798
Exercisable at December 31, 2023	260	$ 13.55	7.4 years	$	2,465

The weighted average fair value of options granted in fiscal years 2021, 2022 and 2023 was $6.47, $6.66 and $8.08 per share, respectively. The Company received approximately $0.2 million, $1.3 million and $5.9 million related to stock options exercised during fiscal years 2021, 2022 and 2023, respectively. As of December 31, 2023, the Company had $3.4 million of unrecognized stock-based compensation expense related to unvested stock options which is expected to be recognized over a weighted average period of 1.8 years.

The following details the components of stock-based compensation for the respective periods:

	For the Year Ended December 31,		
($ in thousands)	2023	2022	2021
Operating expenses	$ 2,488	$ 1,130	$ 815
Selling, general and administrative expenses	14,988	15,533	12,969
Total stock-based compensation expense	$ 17,476	$ 16,663	$ 13,784

Tax benefits attributable to stock-based compensation represented approximately $3.3 million, $4.6 million and $4.6 million, before limitations under section 162(m) of the Internal Revenue Code, during the years ended December 31, 2023, 2022 and 2021, respectively.

14. Employee Benefit Plan

The Company has a 401(k) plan that covers U.S. employees who meet certain eligibility requirements. Covered employees may elect to have a portion of their compensation withheld up to the statutory limit. The 401(k) plan includes a company match that vests immediately. The Company made employer contributions of $3.9 million, $2.5 million and $1.9 million during the fiscal years ended December 31, 2023, 2022 and 2021, respectively.

The Company also makes superannuation contributions for eligible non-U.S. based employees in accordance with the employer contribution rate set by the applicable country. The expense related to these contributions was $1.9 million, $1.7 million and $1.1 million during the fiscal years ended December 31, 2023, 2022 and 2021, respectively.

15. Other Transactions

Tax Receivable Agreement

At the closing of the Business Combination, the Company entered into the Tax Receivable Agreement ("***Tax Receivable Agreement***") with the Platinum Stockholder. On August 3, 2022, the Platinum Stockholder sold and transferred to Lakeside Smart Holdco L.P.("***Lakeside***"), all of its rights, remaining interests and obligations as of that date under the agreement. The Tax Receivable Agreement generally provides for the payment to Lakeside of 50.0% of the net cash savings, if any, in U.S. federal, state and local income tax that the Company actually realizes (or is deemed to realize in certain circumstances) in periods after the closing of the Business Combination as a result of the increased tax basis of certain acquired intangibles prior to the Business Combination. The Company generally retains the benefit of the remaining 50.0% of these cash savings. The Company estimated the potential maximum benefit to be paid will be approximately $70.0 million, and recorded an initial liability and corresponding charge to equity at the closing of the Business Combination.

At December 31, 2023, the Tax Receivable Agreement liability was approximately $53.5 million of which $5.1 million was the current portion and $48.4 million was the non-current portion, both of which are included in the respective tax receivable agreement liability line items on the consolidated balance sheets. During the fourth quarter, the Company made a tax settlement payment for $5.6 million recorded in other income, net related to a previous acquisition which was partially offset by a $5.0 million reduction to the liability per the terms of the Tax Receivable Agreement.

The Company recorded a gain of approximately $3.1 million in fiscal year 2023 as a result of tax settlement adjustments related to a previous acquisition. The Company recorded a gain of $0.7 million in fiscal year 2022 as a result of lower estimated state tax rates due to changes in apportionment.

Earn-Out Agreement

Under the Merger Agreement, the Platinum Stockholder was entitled to receive additional shares of Class A Common Stock (the "***Earn-Out Shares***") if the volume weighted average closing sale price of one share of Class A Common Stock on the Nasdaq exceeded certain thresholds for a period of at least 10 days out of 20 consecutive trading days at any time during the five-year period following the closing of the Business Combination (the "***Common Stock Price***").

The Earn-Out Shares were issued by the Company to the Platinum Stockholder upon meeting the below Common Stock Price Thresholds (each, a "***Triggering Event***"):

Common Stock Price Thresholds	One-time Issuance of Shares
> $13.00 [(a)]	2,500,000
> $15.50 [(a)]	2,500,000
> $18.00 [(a)]	2,500,000
> $20.50 [(a)]	2,500,000

(a) All four tranches of Earn-Out Shares have been issued, as discussed below.

The Company estimated the original fair value of the contingently issuable shares to be $73.15 million, which was not subject to future revisions during the five-year period discussed above. The Company used a Monte Carlo simulation option-pricing model to arrive at its original estimate. Each tranche was valued separately giving specific consideration to the tranche's price target. The simulation considered volatility and risk-free rates utilizing a peer group based on a five-year term. This was initially recorded as a distribution to shareholders and was presented as common stock contingent consideration. Upon the occurrence of each Triggering Event, any issuable shares were transferred from common stock contingent consideration to common stock and additional paid-in capital accounts.

On April 26, 2019, January 27, 2020, June 14, 2023, and July 26, 2023, the Triggering Events for the issuance of the first, second, third and fourth tranches of Earn-Out Shares occurred, as the volume weighted average closing sale price per share of the Company's Class A Common Stock as of each date had been greater than $13.00, $15.50, $18.00, and $20.50, respectively, for 10 out of 20 consecutive trading days. These Triggering Events resulted in the issuance of an aggregate 10,000,000 shares of the Company's Class A Common Stock to the Platinum Stockholder and an aggregate increase in the Company's common stock and additional paid-in capital accounts of $73.15 million, with a corresponding decrease to the common stock contingent consideration account. At December 31, 2023, there are no shares that remain contingently issuable under the Earn-Out agreement.

16. Commitments and Contingencies

The Company had $1.9 million of bank guarantees at December 31, 2023 required to support bids and contracts with certain international customers.

The Company has non-cancelable purchase commitments to certain vendors. The aggregate non-cancelable purchase commitments outstanding at December 31, 2023 were $18.0 million. The majority of these outstanding commitments are expected to be incurred in the next twelve months and approximately $2.2 million is expected to be incurred subsequent to December 31, 2024.

The Company is subject to tax audits in the normal course of business and does not have material contingencies recorded related to such audits.

The Company accrues for claims and contingencies when losses become probable and reasonably estimable. As of the end of each applicable reporting period, the Company reviews each of its matters and, where it is probable that a liability has been or will be incurred, the Company accrues for all probable and reasonably estimable losses. Where the Company can reasonably estimate a range of loss it may incur regarding such a matter, the Company records an accrual for the amount within the range that constitutes its best estimate. If the Company can reasonably estimate a range but no amount within the range appears to be a better estimate than any other, the Company uses the amount that is the low end of such range.

Legal Proceedings

The Company is subject to legal and regulatory actions that arise from time to time in the ordinary course of business. The Company records a liability when it believes it is probable a loss will be incurred, and the amount of loss or range of loss can be reasonably estimated. The assessment as to whether a loss is probable, reasonably possible or remote, and as to whether a loss or a range of such loss is estimable, often involves significant judgment about future events. Other than the PlusPass matter discussed below, the Company has determined that resolution of the remaining pending matters is not probable to have a material adverse impact on its consolidated results of operations, cash flows, or financial position.

Brantley v. City of Gretna is a class action lawsuit filed in the 24th Judicial District Court of Jefferson Parish, Louisiana against the City of Gretna (the "***City***") and its safety camera vendor, Redflex Traffic Systems, Inc. in April 2016. The Company acquired Redflex Traffic Systems, Inc. as part of its June 2021 purchase of Redflex Holdings Limited. The plaintiff class, which was certified on March 30, 2021, alleges that the City's safety camera program was implemented and operated in violation of local ordinances and the state constitution, including that the City's hearing process violated the plaintiffs' due process rights for lack of a "neutral" arbiter of liability for traffic infractions. Plaintiffs seek recovery of traffic infraction fines paid. The City and Redflex Traffic Systems, Inc. appealed the trial court's ruling granting class certification, which was denied and their petition for discretionary review of the certification ruling by the Louisiana Supreme Court was declined. Merits discovery in the trial court is underway. Trial is expected to occur in mid- to late 2025. Based on the information available to the Company at present, the Company is unable to estimate a reasonably possible range of loss for this action and, accordingly, it has not accrued any liability associated with this action.

PlusPass Inc. ("***PlusPass***") v. Verra Mobility Corporation, et al. is a lawsuit filed in the United States District Court, Central District of California, against Verra Mobility, The Gores Group LLC, Platinum Equity LLC and ATS Processing Services, Inc., in November 2020. In February 2024, Verra Mobility and PlusPass entered into a confidential business arrangement pursuant to which Verra Mobility (i) acquired certain assets from PlusPass and (ii) fully and finally resolved all litigation and disputes between the parties. Verra Mobility accrued $31.5 million for this matter at December 31, 2023, which is presented within selling, general and administrative expenses in the consolidated statements of operations for the year ended December 31, 2023.

17. Segment Reporting

The Company has three operating and reportable segments, Commercial Services, Government Solutions and Parking Solutions. Commercial Services offers toll and violation management solutions and title and registration services to commercial fleet vehicle owners, rental car companies and violation-issuing authorities. Government Solutions implements and administers traffic safety programs and products for municipalities and government agencies of all sizes. Parking Solutions provides an integrated suite of parking software, transaction processing and hardware solutions to its customers. The Company's Chief Operating Decision Maker function ("***CODM***") is comprised of the Company's CEO and certain defined representatives of the Company's executive management team. The Company's CODM monitors operating performance, allocates resources and deploys capital based on these three segments.

Segment performance is based on revenues and income from operations before depreciation, amortization, and stock-based compensation. The measure also excludes interest expense, net, income taxes and certain other transactions and is inclusive of other income, net. The tables below refer to this measure as segment profit. The aforementioned items are not indicative of operating performance, and, as a result are not included in the measures that are reviewed by the CODM for the segments. Other income, net included in segment profit below consists primarily of credit card rebates earned on the prepayment of tolling transactions and gains or losses on foreign currency transactions, and excludes certain non-operating expenses inapplicable to segments.

The Company allocates certain corporate expenses to the three segments using several different factors depending on the item being allocated. These factors range from specific identification to headcount-based to allocate proportionately between the three segments. The corporate and other columns below include items that are designated by the CODM as corporate initiatives and are not included in segment profit.

During fiscal year 2022, the Company changed its measure of segment profit to include
loss on disposal of assets, net, and to exclude transaction and transformation expenses that were previously included within the selling, general and administrative expenses and other income line items below. The comparable prior period has been recast to conform to the revised presentation although the impact of this revision to previously reported segment profit was not material.

The following tables set forth financial information by segment for the fiscal years ended December 31, 2023, 2022 and 2021:

	For the Year Ended December 31, 2023				
($ in thousands)	Commercial Services	Government Solutions	Parking Solutions	Corporate and Other	Total
Service revenue	$ 372,786	$ 344,034	$ 66,775	$ —	$ 783,595
Product sales	—	14,385	19,330	—	33,715
Total revenue	372,786	358,419	86,105	—	817,310
Cost of service revenue, excluding depreciation and amortization	2,362	2,252	13,618	—	18,232
Cost of product sales	—	9,751	15,480	—	25,231
Operating expenses	83,828	168,736	18,236	—	270,800
Selling, general and administrative expenses	61,607	62,597	23,988	—	148,192
Loss on disposal of assets, net	—	128	—	—	128
Other (income) expense, net	(17,176)	488	(87)	—	(16,775)
Segment profit	$ 242,165	$ 114,467	$ 14,870	$ —	$ 371,502
Segment profit	$ 242,165	$ 114,467	$ 14,870	$ —	$ 371,502
Depreciation and amortization	—	—	—	113,067	113,067
Transaction and other related expenses	—	—	—	629	629
Transformation expenses	—	—	—	3,241	3,241
Legal settlement	—	—	—	31,500	31,500
Tax settlement payment related to a prior acquisition	—	—	—	5,652	5,652
Change in fair value of private placement warrants	—	—	—	24,966	24,966
Tax receivable agreement liability adjustment	—	—	—	(3,077)	(3,077)
Loss on interest rate swap	—	—	—	817	817
Stock-based compensation	—	—	—	17,476	17,476
Loss on extinguishment of debt	—	—	—	3,533	3,533
Interest expense, net	—	—	—	86,701	86,701
Income before income taxes	$ 242,165	$ 114,467	$ 14,870	$ (284,505)	$ 86,997

($ in thousands)	For the Year Ended December 31, 2022				
	Commercial Services	Government Solutions	Parking Solutions	Corporate and Other	Total
Service revenue	$ 325,971	$ 307,639	$ 61,608	$ —	$ 695,218
Product sales	—	29,028	17,352	—	46,380
Total revenue	325,971	336,667	78,960	—	741,598
Cost of service revenue, excluding depreciation and amortization	2,869	2,016	11,445	—	16,330
Cost of product sales	—	17,436	13,496	—	30,932
Operating expenses	72,328	139,961	12,905	—	225,194
Selling, general and administrative expenses	56,105	61,235	27,104	—	144,444
Loss on disposal of assets, net	522	931	37	—	1,490
Other income, net	(14,387)	(679)	(266)	—	(15,332)
Segment profit	$ 208,534	$ 115,767	$ 14,239	$ —	$ 338,540
Segment profit	$ 208,534	$ 115,767	$ 14,239	$ —	$ 338,540
Depreciation and amortization	—	—	—	138,684	138,684
Transaction and other related expenses	—	—	—	3,381	3,381
Transformation expenses	—	—	—	1,113	1,113
Change in fair value of private placement warrants	—	—	—	(14,400)	(14,400)
Tax receivable agreement liability adjustment	—	—	—	(720)	(720)
Gain on interest rate swap	—	—	—	(996)	(996)
Stock-based compensation	—	—	—	16,663	16,663
Impairment on a privately-held equity investment	—	1,340	—	—	1,340
Gain on extinguishment of debt	—	—	—	(3,005)	(3,005)
Interest expense, net	—	—	—	69,372	69,372
Income before income taxes	$ 208,534	$ 114,427	$ 14,239	$ (210,092)	$ 127,108

($ in thousands)	For the Year Ended December 31, 2021				
	Commercial Services	Government Solutions	Parking Solutions	Corporate and Other	Total
Service revenue	$ 260,899	$ 227,992	$ 3,955	$ —	$ 492,846
Product sales	—	55,163	2,581	—	57,744
Total revenue	260,899	283,155	6,536	—	550,590
Cost of service revenue, excluding depreciation and amortization	3,183	1,500	654	—	5,337
Cost of product sales	—	28,381	1,428	—	29,809
Operating expenses	65,718	96,284	553	—	162,555
Selling, general and administrative expenses	42,386	51,052	1,361	—	94,799
Loss on disposal of assets, net	—	48	—	—	48
Other income, net	(10,837)	(2,040)	(18)	—	(12,895)
Segment profit	$ 160,449	$ 107,930	$ 2,558	$ —	$ 270,937
Segment profit	$ 160,449	$ 107,930	$ 2,558	$ —	$ 270,937
Depreciation and amortization	—	—	—	116,753	116,753
Transaction and other related expenses	—	—	—	13,952	13,952
Transformation expenses	—	—	—	1,687	1,687
Change in fair value of private placement warrants	—	—	—	7,600	7,600
Tax receivable agreement liability adjustment	—	—	—	(1,016)	(1,016)
Stock-based compensation	—	—	—	13,784	13,784
Loss on extinguishment of debt	—	—	—	5,334	5,334
Interest expense, net	—	—	—	44,942	44,942
Income before income taxes	$ 160,449	$ 107,930	$ 2,558	$ (203,036)	$ 67,901

The table below details the following assets by reportable segment as of the respective period-ends:

($ in thousands)	December 31, 2023	December 31, 2022
Property and equipment, net		
Commercials Services	$ 9,547	$ 7,993
Government Solutions	98,611	92,600
Parking Solutions	13,281	8,942
Corporate and other	1,809	240
Total property and equipment, net	$ 123,248	$ 109,775
Total assets		
Commercials Services	$ 721,192	$ 758,649
Government Solutions	523,687	534,931
Parking Solutions	404,267	408,230
Corporate and other	140,837	54,459
Total assets	$ 1,789,983	$ 1,756,269

In addition, refer to Note 5, *Goodwill and Intangible Assets* for goodwill balances by segment.

The Company primarily operates within the United States, Australia, Canada, United Kingdom and in various other countries in Europe and Asia. Revenues earned from goods transferred to customers at a point in time were approximately $33.7 million, $46.4 million and $57.7 million for the years ended December 31, 2023, 2022 and 2021, respectively. Property and equipment, net located in foreign countries was $19.3 million as of December 31, 2023, of which Canada represented $11.7 million and Australia represented $4.2 million. Property and equipment, net located in foreign countries was $17.3 million as of December 31, 2022, of which Canada represented $8.9 million and Australia represented $6.0 million.

The following table details the revenues from international operations for the respective periods:

($ in thousands)	For the Year Ended December 31, 2023	2022	2021
Australia	$ 45,879	$ 34,356	$ 13,948
Canada	30,826	32,413	6,874
United Kingdom	23,794	24,017	16,346
All other	3,071	3,532	2,809
Total international revenues	$ 103,570	$ 94,318	$ 39,977

18. Subsequent Events

Third Amendment to 2021 Term Loan

As discussed in the Current Report on 8-K filed with the SEC on February 8, 2024, the Company amended the 2021 Term Loan agreement to refinance the entire outstanding amount under the 2021 Term Loan (the "***Third Amendment***") in February 2024 and incurred new Term B-2 Loans (the "***New Term Loans***") in the aggregate principal amount of $704.6 million. The proceeds from the New Term Loans were used in their entirety to prepay in full the then outstanding principal amount of the existing term loan under the 2021 Term Loan agreement. In connection with the Third Amendment, the interest rate on the approximately $704.6 million outstanding balance of the New Term Loans was reduced by 50 basis points to SOFR + 2.75% from SOFR + 3.25% with the SOFR floor unchanged at 0.00%. In addition, the credit spread adjustment, which was priced at 0.115% was also eliminated, resulting in a total savings of 61.5 basis points. The New Term Loans will be subject to a prepayment premium of 1.00% of the principal amount repaid for any voluntary prepayment or mandatory prepayment with proceeds of debt that has a lower effective yield than the New Term Loans or any amendment to the New Term Loans that reduces the interest rate thereon, in each case, to the extent occurring within six months of the effective date of the Amendment. The maturity date for the 2021 Term Loan agreement remains March 24, 2028, and no changes were made to the financial covenants or other debt repayment terms.

PlusPass Business Arrangement

On February 8, 2024, the Company and PlusPass entered into a confidential business arrangement (pursuant to which the Company will pay PlusPass $31.5 million to (i) acquire certain assets from PlusPass and (ii) fully and finally resolve the previously disclosed litigation in the United States District Court, Central District of California. Prior developments in the PlusPass litigation are discussed in the Legal Proceedings section of this Annual Report and in the Company's previously filed annual reports on Form 10-K and quarterly reports on Form 10-Q.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our disclosure controls and procedures, as defined in Rules 13a-15(e) or 15d-15(e) under the Exchange Act, are designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms and to ensure that information required to be disclosed is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding disclosure.

Our Chief Executive Officer and Chief Financial Officer, with assistance from other members of management, have evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2023. Based on their evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that as of December 31, 2023, our disclosure controls and procedures were not effective due to the material weakness in internal control over financial reporting described below.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Internal control over financial reporting is a process designed by, or under the supervision of, our Chief Executive Officer and Chief Financial Officer to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes those policies and procedures that (1) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of our assets; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations ("***COSO***") of the Treadway Commission. Based on this evaluation, due to the material weakness described below, management concluded that our system of internal control over financial reporting was not effective as of December 31, 2023.

Deloitte & Touche LLP, an independent registered public accounting firm, has issued an attestation report on our internal control over financial reporting as of December 31, 2023, which report appears herein.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis.

Material Weakness

We identified a material weakness in the design and operation of our internal controls over financial reporting in the Control Activities component of the COSO framework related to a lack of information technology general controls to prevent the risk of management override. Specifically, we identified system limitations that do not facilitate proper segregation of duties within multiple systems and a lack of mitigating business process level

controls to address the risk of management override over the preparation and review of manual journal entries and certain manual revenue invoices.

While this deficiency did not result in any material misstatements of our consolidated interim or annual financial statements, it does represent a material weakness in our internal control over financial reporting.

Remediation Efforts to Address the Material Weakness

We are committed to maintaining a strong internal control environment and will make remediation efforts to improve our internal controls as follows:

1. Comprehensive Assessment: We have initiated a comprehensive assessment of our internal controls framework to precisely identify the gaps and weaknesses in our inherent system limitations, segregation of duties, and detective business process controls.

2. Enhancing Segregation of Duties: We are revising our internal processes to ensure a clear and effective segregation of duties within our accounting and financial reporting functions. This will help prevent errors and fraud, thereby enhancing the integrity of our financial statements. To aid in this process, we are implementing a new software solution that will create system-enforced segregation of duties in our accounting close process.

3. Implementing Compensating Controls: In the interim, we are developing and implementing new compensating controls designed to mitigate the identified risks until the system limitations and segregation of duties issues can be fully remediated.

4. Employee Training and Awareness: The effectiveness of controls is also dependent on the individuals responsible for their operation, and we are investing in comprehensive training programs. These programs will enhance awareness and understanding of internal controls and segregation of duties best practices among our employees.

Commitment to Transparency and Integrity

We are committed to upholding the highest standards of transparency, integrity, and accountability. We understand the importance of reliable financial reporting to our stakeholders and are dedicated to restoring and maintaining your confidence in our financial processes and controls.

Notwithstanding the material weakness, management has concluded that the financial statements included in this Annual Report present fairly, in all material respects, our financial position, results of operations and cash flows in conformity with GAAP.

Inherent Limitations on the Effectiveness of Controls

Because of inherent limitations in all control systems, no internal control over financial reporting can prevent or detect all misstatements, and projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Changes in Internal Control over Financing Reporting

For the quarter ended December 31, 2023, except for the identified material weakness, there were no changes in our internal control over financial reporting identified in connection with the evaluation required by paragraph (d) of Rule 13a-15 or Rule 15d-15 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. Subsequent to December 31, 2023 and in connection with the identification of the material weakness discussed above, we are taking the remediation steps outlined herein to improve our internal control over financial reporting.

Item 9B. Other Information

Insider Trading Arrangements and Policies.

A significant portion of the compensation of our executive officers is delivered in the form of deferred equity awards, including performance share units, stock options and restricted stock unit awards. This compensation design

is intended to align our executive compensation with the interests of our stockholders by emphasizing performance-based incentive compensation focused on objectives that our Board believes have a significant impact on stockholder value. Following the delivery of shares of our common stock under those equity awards, once any applicable service time or performance-based vesting standards have been satisfied, our executive officers from time to time engage in the open-market sale of some of those shares. Our executive officers may also engage from time to time in other transactions involving our securities.

Transactions in our securities by our executive officers are required to be made in accordance with our Insider Trading Policy, which, among other things, requires that the transactions be in accordance with applicable U.S. federal securities laws that prohibit trading while in possession of material nonpublic information. Rule 10b5-1 under the Exchange Act provides an affirmative defense that enables prearranged transactions in securities in a manner that avoids concerns about initiating transactions at a future date while possibly in possession of material nonpublic information. Our Insider Trading Policy permits our executive officers to enter into trading plans designed to comply with Rule 10b5-1. Accordingly, sales under these plans may occur at any time, including possibly before, simultaneously with, or immediately after significant events involving our company.

During the three months ended December 31, 2023, none of our directors or executive officers adopted, modified or terminated any contract, instruction or written plan for the purchase or sale of our securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any "non-Rule 10b5-1 trading arrangement."

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required by this Item is incorporated by reference from our proxy statement to be filed in connection with our 2024 annual meeting of stockholders within 120 days after the end of the fiscal year ended December 31, 2023.

Item 11. Executive Compensation

The information required by this Item is incorporated by reference from our proxy statement to be filed in connection with our 2024 annual meeting of stockholders within 120 days after the end of the fiscal year ended December 31, 2023.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this Item is incorporated by reference from our proxy statement to be filed in connection with our 2024 annual meeting of stockholders within 120 days after the end of the fiscal year ended December 31, 2023.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this Item is incorporated by reference from our proxy statement to be filed in connection with our 2024 annual meeting of stockholders within 120 days after the end of the fiscal year ended December 31, 2023.

Item 14. Principal Accountant Fees and Services

The information required by this Item is incorporated by reference from our proxy statement to be filed in connection with our 2024 annual meeting of stockholders within 120 days after the end of the fiscal year ended December 31, 2023.

PART IV

Item 15. Exhibits, Financial Statement Schedules

(a) The following documents are filed as part of this Annual Report:

1. Consolidated Financial Statements

The financial statements filed as part of this Annual Report are listed in the "Index to Consolidated Financial Statements" under Part II, Item 8 of this Annual Report.

2. Financial Statement Schedules

- Appendix A, Schedule II – Consolidated Valuation and Qualifying Accounts

Schedules not listed above are omitted as the required information is inapplicable or the information is presented in the consolidated financial statements or notes to the consolidated financial statements under Part II, Item 8 of this Annual Report.

3. Exhibits.

The exhibits listed below are filed as part of this Annual Report. References under the caption "Incorporated by Reference" to exhibits or other filings indicate that the exhibit or other filing has been filed, that the indexed exhibit and the exhibit referred to are the same and that the exhibit referred to is incorporated by reference.

EXHIBIT INDEX

Exhibit Number	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
2.1	Merger Agreement, dated as of June 21, 2018, by and among Gores Holdings II, Inc., AM Merger Sub I, Inc., AM Merger Sub II, LLC, Greenlight Holding II Corporation and PE Greenlight Holdings, LLC, in its capacity as the Stockholder Representative.	8-K	001-37979	2.1	June 21, 2018	
2.2	Amendment No. 1 to Agreement and Plan of Merger, dated as of August 23, 2018, by and among Gores Holdings II, Inc., AM Merger Sub I, Inc., AM Merger Sub II, LLC, Greenlight Holding II Corporation and PE Greenlight Holdings, LLC, in its capacity as the Stockholder Representative.	8-K	001-37979	2.2	Aug. 24, 2018	
3.1	Second Amended and Restated Certificate of Incorporation of Verra Mobility Corporation.	8-K	001-37979	3.1	Oct. 22, 2018	
3.2	Amended and Restated Bylaws of Verra Mobility Corporation.	8-K	001-37979	3.1	Nov. 9, 2023	
4.1	Description of Verra Mobility Corporation's Securities Registered Pursuant to Section 12 of the Exchange Act.					X
4.2	Indenture, dated as of March 26, 2021, by and among VM Consolidated, Inc., the Guarantors party thereto and Wilmington Trust, National Association as Trustee.	8-K	001-37979	4.1	Mar. 29, 2021	
4.3	Form of 5.5% Senior Note Due 2029 (included in E9.	8-K	001-37979	4.2	Mar. 29, 2021	
10.1	Form of Indemnity Agreement.	S-1	333-21503	10.7	Dec. 9, 2016	
10.2	Revolving Credit Agreement dated as of March 1, 2018, among Greenlight Acquisition Corporation, ATS Consolidated Inc., each of the other borrowers party thereto, the lenders party thereto and Bank of America, N.A. as Administrative Agent and Collateral Agent.	8-K	001-37979	10.5	Oct. 22, 2018	

10.3	Amendment No. 1 to Revolving Credit Agreement, dated as of July 24, 2018, among Greenlight Acquisition Corporation, VM Consolidated, Inc. (formerly known as ATS Consolidated Inc.), each of the other borrowers party thereto, the lenders party thereto and	8-K	001-37979	10.7	Oct. 22, 2018

	Bank of America, N.A. as Administrative Agent and Collateral Agent.				
10.4	Amendment No. 2 to Revolving Credit Agreement, dated as of October 29, 2021, by and among Greenlight Acquisition Corporation, VM Consolidated, Inc., each of the other borrowers party thereto, the lenders party thereto and Bank of America, N.A. as Administrative Agent and Collateral Agent.	10-K	001-37979	10.7	April 22, 2022
10.5	Amendment No. 3 to Revolving Credit Agreement, dated as of December 20, 2021, by and among Greenlight Acquisition Corporation, VM Consolidated, Inc., each of the other borrowers party thereto, the lenders party thereto and Bank of America, N.A. as Administrative Agent and Collateral Agent.	8-K	001-37979	10.1	Dec. 20, 2021
10.6	Amendment and Restatement Agreement No. 1 to First Lien Term Loan Credit Agreement, dated as of March 26, 2021, by and among Greenlight Acquisition Corporation, VM Consolidated, Inc., American Traffic Solutions, Inc., Lasercraft, Inc. the subsidiary guarantors party thereto, the lenders party thereto and Bank of America, N.A., as Administrative Agent and Collateral Agent.	8-K	001-37979	10.1	Mar. 29, 2021
10.7	Amendment No. 1 to Amendment and Restatement Agreement No. 1 to First Lien Term Loan Credit Agreement, dated as of March 26, 2021, by and among Greenlight Acquisition Corporation, VM Consolidated, Inc., American Traffic Solutions, Inc., Lasercraft, Inc. the subsidiary guarantors party thereto, the lenders party thereto and Bank of America, N.A., as Administrative Agent and Collateral Agent.	8-K	001-37979	10.1	Dec. 7, 2021
10.8	Amendment No. 2 to Amendment and Restatement Agreement No. 1 to First Lien Term Loan Credit Agreement, dated as of March 26, 2021, by and among Greenlight Acquisition Corporation, VM Consolidated, Inc., American Traffic Solutions, Inc.,				X

Lasercraft, Inc. the subsidiary guarantors party thereto, the lenders party thereto and Bank of America, N.A., as Administrative Agent and Collateral Agent

10.9	Amendment No. 3 to Amendment and Restatement Agreement No. 1 to First Lien Term Loan Credit Agreement, dated as of March 26, 2021, by and among Greenlight Acquisition Corporation, VM Consolidated, Inc., American Traffic Solutions, Inc., Lasercraft, Inc. the subsidiary guarantors party thereto, the lenders party thereto and Bank of America, N.A., as Administrative Agent and Collateral Agent.	8-K	001-37979	10.1	Feb. 8, 2024
10.10#	Amended and Restated Executive Employment Agreement, dated as of March 25, 2021, by and between VM Consolidated, Inc. and David Roberts.	10-Q	001-37979	10.3	May 17, 2021
10.11#	Executive Employment Agreement by and between VM Consolidated, Inc. and Steven Lalla, dated as of January 31, 2021.	10-K	001-37979	10.15	Mar. 1, 2021
10.12#	Executive Employment Agreement by and between VM Consolidated, Inc. and Craig Conti, dated as of January 29, 2022.	10-K	001-37979	10.15	April 22, 2022
10.13#	Verra Mobility Corporation Amended and Restated 2018 Equity Incentive Plan.	8-K	001-37979	10.1	May 24, 2023
10.14#	Form of Notice of Grant of Restricted Stock Unit and Agreement under the Verra Mobility Corporation 2018 Equity Incentive Plan.	8-K	001-37979	10.18	Oct. 22, 2018
10.15#	Form of Notice of Grant of Restricted Stock Unit and Agreement for Non-U.S. Participants under the Verra Mobility Corporation 2018 Equity Incentive Plan.	8-K	001-37979	10.19	Oct. 22, 2018
10.16#	Form of Notice of Grant of Restricted Stock Unit for Non-Employee Directors under the Verra Mobility Corporation 2018 Equity Incentive Plan.	10-K	001-37979	10.30	Mar. 18, 2019
10.17#	Form of Notice of Grant of Stock Option and Agreement under the Verra Mobility Corporation 2018 Equity Incentive Plan.	10-K	001-37979	10.24	Mar. 2, 2020

10.18#	Form of Notice of Grant of Performance Share Unit and Agreement under the Verra Mobility Corporation 2018 Equity Incentive Plan.	10-K	001-37979	10.26	Mar. 2, 2020
10.19#	2020 Form of Notice of Grant of Restricted Stock Unit and Agreement for Non-U.S. Participants under the Verra Mobility Corporation 2018 Equity Incentive Plan.	10-Q	001-37979	10.1	Nov. 5, 2020

10.20#	Form of Notice of Grant of Stock Option and Agreement for Non-U.S. Participants under the Verra Mobility Corporation 2018 Equity Incentive Plan.	10-Q	001-37979	10.2	Nov. 5, 2020
10.21#	Amended and Restated Verra Mobility Corporation Short-Term Incentive Plan.	8-K	001-37979	10.1	April 28, 2022
10.22#	Verra Mobility Corporation Non-Employee Director Compensation Policy.	10-K	001-37979	10.26	March 1, 2023
10.23#	Form of Notice of Grant of Performance Share Units and Award Agreement under the Verra mobility Corporation 2018 Equity Incentive Plan.	8-K	001-37979	10.1	June 1, 2022
10.24#	Executive Employment Agreement by and between VM Consolidated, Inc. and Jonathan Baldwin, dated as of January 16, 2022.	10-K	001-37979	10.30	March 1, 2023
10.25#	Amended and Restated Executive Employment Agreement by and between VM Consolidated, Inc. and Adam Blake, dated as of October 20, 2021.	10-K	001-37979	10.31	March 1, 2023
10.26#	Executive Employment Agreement by and between VM Consolidated, Inc. and Jonathan Keyser, dated as of November 8, 2022.	10-K	001-37979	10.32	March 1, 2023
10.27#	Form of Notice of Grant of Restricted Stock Units (U.S. Participants) under the Verra Mobility Corporation 2018 Equity Incentive Plan.	8-K	001-37979	10.1	Feb. 17, 2023
10.28#	Form of Notice of Grant of Restricted Stock Units (Non-U.S. Participants) under the Verra Mobility Corporation 2018 Equity Incentive Plan.	8-K	001-37979	10.2	Feb. 17, 2023
10.29#	Form of Notice of Grant of Stock Option (U.S. Participants) under the Verra Mobility Corporation 2018 Equity Incentive Plan.	8-K	001-37979	10.3	Feb. 17, 2023
10.30#	Form of Notice of Grant of Stock Option (Non-U.S. Participants) under the Verra Mobility Corporation 2018 Equity Incentive Plan.	8-K	001-37979	10.4	Feb. 17, 2023
10.31#	Form of Notice of Grant of Performance Share Units and Award	8-K	001-37979	10.5	Feb. 17, 2023

	Agreement (U.S. Participants) under the Verra Mobility Corporation 2018 Equity Incentive Plan.				
10.32≠	Form of Notice of Grant of Performance Share Units and Award Agreement (Non-U.S. Participants) under the Verra Mobility Corporation 2018 Equity Incentive Plan.	8-K	001-37979	10.6	Feb. 17, 2023

10.33#	Form of Special Grant Notice of Grant of Performance Share Units and Award Agreement.	8-K	001-37979	10.1	Aug. 15, 2023	
10.34#	Verra Mobility Corporation Second Amended and Restated Short-Term Incentive Plan.	8-K	001-37979	10.7	Feb. 17, 2023	
16.1	Ernst & Young LLP Consent Letter.	8-K	001-37979	16.1	Aug. 28, 2023	
21.1	List of Subsidiaries.					X
23.1	Consent of Deloitte & Touche LLP, Independent Registered Public Accounting Firm.					X
23.2	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.					X
24.1	Power of Attorney (included on the signature pages herein).					X
31.1	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					X
31.2	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					X
32.1*	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					X
32.2*	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					X
97.1	Verra Mobility Corporation Amended and Restated Compensation Clawback Policy.					X
101.INS	Inline XBRL Instance Document.					X
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents.					X

104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).	X

Management contract or compensatory plan or arrangement.

* This certification is deemed not filed for purposes of Section 18 of the Exchange Act or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

VERRA MOBILITY CORPORATION

Date: February 29, 2024

By: /s/ David Roberts
David Roberts
President and Chief Executive Officer
(Principal Executive Officer)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints David Roberts and Craig Conti, and each of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this Annual Report, and to file the same, with all exhibits thereto and other documents in connection therewith, with the SEC, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his or her or their substitute or substitutes, may lawfully do or cause to be done or by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the date indicated:

Signature	Capacity in Which Signed	Date
/s/ David Roberts David Roberts	President, Chief Executive Officer and Director (Principal Executive Officer)	February 29, 2024
/s/ Craig Conti Craig Conti	Chief Financial Officer (Principal Financial and Accounting Officer)	February 29, 2024
/s/ Patrick Byrne Patrick Byrne	Director	February 29, 2024
/s/ Douglas Davis Douglas Davis	Director	February 29, 2024
/s/ Michael Huerta Michael Huerta	Director	February 29, 2024
/s/ Raj Ratnakar Raj Ratnakar	Director	February 29, 2024
/s/ John Rexford John Rexford	Director	February 29, 2024
/s/ Cynthia Russo Cynthia Russo	Director	February 29, 2024

Appendix A

Verra Mobility Corporation

Schedule II

Consolidated Valuation and Qualifying Accounts for the Years Ended December 31, 2023, 2022 and 2021

($ in thousands)	Beginning Balance	Charged/Credited to Net Income	Charged to Other Account	Charges Utilized/ Write-offs	Ending Balance
Allowance for Credit Losses					
Year Ended December 31, 2023	$ 15,907	$ 9,054	$ —	$ (6,448)	$ 18,513
Year Ended December 31, 2022	12,138	14,481	—	(10,712)	15,907
Year Ended December 31, 2021	11,471	9,588	—	(8,921)	12,138
Tax Valuation Allowance					
Year Ended December 31, 2023	$ 5,263	$ 297	$ 1,451	$ —	$ 7,011
Year Ended December 31, 2022	3,785	2,438	63	(1,023)	5,263
Year Ended December 31, 2021	3,422	363	—	—	3,785

SECOND AMENDMENT
TO CONTRACT FOR SERVICES

This Second Amendment ("Second Amendment") is dated effective this _____ day of _____, 2014 and is entered into between American Traffic Solutions, Inc. ("ATS"), a corporation duly registered under the laws of the State of Kansas with its principal place of business at [redacted] and the County of Nassau, New York ("Customer"), a political subdivision of the State of New York with principal offices at 1550 Franklin Avenue, Mineola, New York 11501.

RECITALS

WHEREAS, on June 16, 2009, the County and ATS entered into a Contract for Services for the County's use of the Axsis™ System to enforce traffic violations, which Contract for Services was amended by First Amendment To Contract For Services dated July 19, 2012 (the Contract of Services, as amended, the "Agreement");

WHEREAS, New York State has recently enacted legislation establishing in the County of Nassau (the "County") a demonstration program (the "Speed Camera Program") implementing speed violation monitoring systems in school speed zones by means of photo devices;

WHEREAS, Section 15(b) of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the County and ATS mutually desire to amend, modify or alter certain terms and conditions of the Agreement to provide for ATS to use, implement, and operate its camera system to record and process speed violations in school speed zones within the County of Nassau.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Second Amendment, Customer and ATS do hereby agree as set forth below:

1. Purpose and Intent. The purpose of this Second Amendment is to amend and expand the scope of services provided by the Contractor under the Agreement to include all labor, material, and services required to furnish, install, operate and maintain the Speed Camera Program, which amended services include the services in Exhibit "A" attached hereto and hereby made part hereof. It is the intention of the parties that the Contractor shall provide services in accordance with the terms and conditions of the Agreement, except to the extent that such terms and condition are amended by this Second Amendment, including Exhibit "A." Accordingly, any references in the Agreement and this Second Amendment to the "Camera System" or the "Red Light Camera Program" shall include a reference to the "Fixed and/or Mobile Speed Camera System or the "Speed Camera Program," as applicable. The terms "Violation" and "Citation" shall include violations and citations under applicable speeding laws, and, more generally, such other terms, defined or otherwise, under the Agreement shall be interpreted to apply to the Speed Camera Program consistent with the intention of the parties set forth in this paragraph. In the event of any conflicts between the terms of the Agreement and the terms of this Second Amendment, the terms of this Second Amendment shall control. A "Camera Unit" is a single camera and related detection lighting equipment capturing one direction of travel.

2. Section 2 of the Agreement is hereby deleted in its entirety and replaced as follows:

> 2. Term. The term of this Agreement shall expire on December 1, 2022, unless sooner terminated in accordance with the provisions of this Agreement or, with respect to the Red Light Camera Program or the Speed Camera program, or both, unless sooner terminated due to expiration of the underlying New York State enabling legislation; provided, however, that the Agreement may be renewed for subsequent three (3) year renewal terms, under the same terms, conditions, and monthly compensation rate upon the mutual agreement of the parties.

CATV 0900024

American Traffic Solutions, Inc.
List of Principals
As of 5/9/2014

Directors/ Officers:

Name: James D. Tuton
Title: CEO
Phone: [redacted]

Name: Adam E. Tuton
Title: EVP/ President SLGS
Phone: [redacted]

Name: Adam R. Draizin
Title: EVP/ President Fleet
Phone: [redacted]

Name: Heather Zorge
Title: CFO
Phone: [redacted]

Shareholders greater than 5%:

Name: ATS Holdings LLLP
[redacted]

Name: Goldman Sachs Group, Inc.
[redacted]

Name: W Capital
[redacted]

3. Section 17(a) of the Contract is hereby amended by adding the following:

In the event the County elects to terminate the entire Agreement for convenience within 24 months from the date of execution of this Second Amendment the County shall pay ATS an early termination fee for each dual fixed speed camera based on a price of $60,000 per camera reduced by $2,500 per month that the camera was operational. There shall be no termination fee after the 24 month period.

4. Exhibit B is hereby amended to change the amount of the convenience fee charged for electronic payments from $4 to $6. This convenience fee shall apply to electronic payments made for either red light or speeding violations.

5. Exhibit B, Fee Schedule, is hereby amended to add the following:

The Red Light Camera fee shall be reduced to 35% of Fines and Penalties, effective on January 1, 2016.

Pricing for Speed Enforcement in School Zones*

The following fee structure applies to the speed camera program and will be applied to fixed or unattended mobile units operating in school zones at least 8 hours per day and at least 180 school days per year.

The fee structure is present below.

	Fee
1 to 300 paid Notices of Liability per day per unit times the number of Camera Units:	**38%** of the total of all fines and penalties collected each month
300 to 500 paid Notices of Liability per day per unit times the number of Camera Units:	**30%** of the total of all fines and penalties collected each month
501+ paid Notices of Liability per day per unit times the number of Camera Units:	**25%** of the total of all fines and penalties collected each month

If one Camera Unit results in 400 paid notices and another Camera Unit results in 200 paid notices, the average of 300 paid notices will be applied to the first tier. This will apply to all tiers monthly.

The fee is a tiered structure starting at a 38% revenue share of the statutorily authorized fine and penalty (excluding any County Fee) and provides a discount to the County as the average number of paid notices increases. For example, if the average of all Camera Units in a month results in 600 paid notices per day, ATS would invoice the County for 38% of the collected revenue from the first 300 paid notices per day times the number of Camera Units, 30% of the collected revenue from the next 200 paid notices per day times the number of Camera Units and 25% of the collected revenue from the final 200 paid notices per day times the number of Camera Units. The fee structure assumes a base fine of at least $50 and, if applicable, $25 penalty or any increase applied by the NY State legislature.

6. In the event that the County provides the operation and relocation of the mobile systems, ATS will apply a discount of $8,000 per mobile vehicle unit per month or $4,000 per trailer per month; provided, however, that the amount of this deduction will be pro-rated if the average number of

notices issued in a month is less than 65 per day per Camera Unit, averaged across all mobile/trailer units. The proration will be applied at a rate of 1/65th of the monthly rate or $123 for mobile and $53 for trailer units for each point below 65 notices issued per day. For months where there is no usage, discounts will be suspended or pro-rated. The amount of the discount will be fixed for the first two (2) years following the implementation of the Speed Camera Program and will increase annually by the amount of the Consumer Price Index, according to the average change during the prior 12 months in the Consumer Price Index for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor; provided, however, that the amount of the increase shall not exceed 2%.

7. Exhibits G and H, attached hereto, are incorporated into the Agreement.

8. Except as expressly amended or modified by the terms of this Second Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Second Amendment and the Agreement, the terms of this Second Amendment shall prevail and control.

9. The provisions of the Agreement, as amended by this Second Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof.

10. This Second Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

11. Each party represents and warrants that the representative signing this Second Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment.

NASSAU COUNTY, NEW YORK

By: _____

Title: Chief Deputy County Executive

Date: 6/12/14

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____

Title: President / CEO

Date: 5-9-14

notices issued in a month is less than 65 per day per Camera Unit, averaged across all mobile/trailer units. The proration will be applied at a rate of 1/65th of the monthly rate or $123 for mobile and $53 for trailer units for each point below 65 notices issued per day. For months where there is no usage, discounts will be suspended or pro-rated. The amount of the discount will be fixed for the first two (2) years following the implementation of the Speed Camera Program and will increase annually by the amount of the Consumer Price Index, according to the average change during the prior 12 months in the Consumer Price Index for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor; provided, however, that the amount of the increase shall not exceed 2%.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment.

NASSAU COUNTY, NEW YORK	AMERICAN TRAFFIC SOLUTIONS, INC.
By: _____	By: _____
Title: Chief Deputy County Executive	Title: President & CEO
Date: 6/2/14	Date: 5-7-14

STATE OF ARIZONA)
)SS.
COUNTY OF MARICOPA)

On this 9 day of May, 2014, personally appeared before me James Tatom, who being by me duly sworn did say that he is the CEO for AMERICAN TRAFFIC SOLUTIONS, INC., a Kansas corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and acknowledged to me that said corporation executed the same.

MATTHEW ALEXANDER
Notary Public - Arizona
Maricopa County
My Comm. Expires Nov 29, 2016

Matthew Alexander
NOTARY PUBLIC
My Commission Expires: 11/29/16

STATE OF NEW YORK)
)SS.
COUNTY OF NASSAU)

On this 2 day of June, 2014, personally appeared before me Richard Walker, who being by me duly sworn did say that he/she is the City Mgr for Nassau County, and that the foregoing instrument was signed in behalf of said corporation by authority of its , and acknowledged to me that said corporation executed the same.

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6250026
Qualified In Nassau County
Commission Expires April 02, 2016

Concetta A Petrucci
NOTARY PUBLIC
My Commission Expires:

Exhibit A
Speed Enforcement Scope of Work

1.4 Speed Enforcement in School Zones – ATS Obligations

1.4.1 ATS will provide Fixed and/or Mobile Camera System(s) to enforce speed violations at a number of locations in school zones as set forth in Exhibit G. Additional locations may be added by mutual agreement between ATS and the Customer, as set forth in a written Notice to Proceed.

1.4.2 ATS will provide up to 1000 hours of software development per year, upon execution of contract for custom requests specific to Customer requirements; provided, however, that the number of hours shall be pro-rated for the remainder of 2014. ATS will provide an estimated timeline for completion for any such Customer request and will maintain an accounting of the number of hours used and the balance remaining of the number of allotted hours each year. The parties will agree on the estimated number of hours for any request. Deductions from the annual allocation of hours will only apply to County specific changes. For any hours in excess of the allotted annual hours, ATS will charge $125 per hour.

1.4.3 ATS shall provide operator training and train the trainer instruction sufficient to enable County staff to operate the Camera Units to comply with New York State automated speed enforcement statutes.

1.5 Speed Enforcement in School Zones – Customer Obligations

1.5.1 If Customer provides staffing to man any vehicle(s) provided by ATS, Customer shall be responsible for fuel and all maintenance of the vehicle during the term of this Agreement in accordance with manufacturer's recommendations. Customer shall only use the vehicle for its intended purpose as contemplated under this Agreement.

1.5.2 For any manned Camera System, Customer shall provide the proper staffing and shall be responsible for all compensation and benefits for the Customer employee(s) manning the Camera System. Customer will ensure that DMV reports are obtained and reviewed for any Customer employee who will be driving a vehicle. Customer's employees shall comply with all state and local motor vehicle laws and ordinances and will comply with ATS' motor vehicle policy, entitled Driver and Fleet Motor Vehicle Safety Program.

1.5.3 Once a Notice to Proceed is granted to ATS in writing or by email, the Customer shall not issue a stop work order to suspend activity on the implementation process unless Customer reimburses ATS for reasonable direct costs actually incurred up to the date the stop work order is issued.

Exhibit G
Notice to Proceed

Fixed Speed Safety Camera Systems:

A Fixed Speed Safety Camera System is in conformance with the definition of a Photo Speed Violation Monitoring System as defined in the State Legislation and can consist of a camera or series of cameras necessary to provide coverage of a segment of roadway in both directions within a School Speed Zone as defined by the State Legislation.

Execution of this Second Amendment shall serve as the Customer's Notice to Proceed (NTP) for a minimum of thirty-six (36) Fixed Speed Safety Camera Systems including two Camera Units per System to be installed by ATS, at ATS' cost and expense, at locations to be determined by Nassau County. Customer will expedite the review and approval process for sites on county roads/right-of-ways and will facilitate NTP authorization from the Villages to proceed with the permitting process, prior to plan submission and design/engineering. ATS will also be responsible for all required approvals on State Roadways. ATS shall be prepared to install a minimum of twelve fixed units per month for the roll out of the first thirty-six units and have in operation as soon as possible, subject to availability of permits. Excludes current or future Red Light Safety Camera equipment.

Mobile Speed Safety Camera Systems:

A Mobile Speed Safety Camera System is in conformance with the definition of a Photo Speed Violation Monitoring System as defined in the State Legislation and can consist of a camera or series of cameras necessary to provide coverage of a segment of roadway in both directions within a School Speed Zone as defined by the State Legislation.

Execution of this Agreement shall serve as the Customer's NTP for ATS to supply up to 20 vehicles and one trailer on a schedule to be mutually agreed within 30 days of issuance of NTP. Mobile Speed Safety Camera Systems shall be deployed at locations to be determined by Nassau County, where field conditions allow placement. In the event that trailers are not available, vehicles shall be utilized. In either case, Nassau County anticipates delivery of at least 17 mobile (trailers) by 2015.

Exhibit H
Maintenance Schedule

1. Vehicle Maintenance – the Party responsible for maintenance shall:
    1.2. Complete a Daily Vehicle Inspection Checklist for the daily routine on all vehicles. See below.
    1.3. 30 days: Perform oil changes
    1.4. 90 days: Rotate tires
    1.5. 180 days or sooner, if required: Change air filter
    1.6. Annual: Transmission service
    1.7. As required: Any service required or recommended beyond the above must be approved by ATS in advance.
    1.8. Documentation is required on all services and must be kept for the term of the agreement.

2. Battery life
    2.2. Vehicle manned: Idling vehicle keeps batteries charged.
    2.3. Vehicle unmanned: 1 hour drive time supports 8 hours of service time. Recharge requires 8 hours if drive time is insufficient.

ATS American Traffic Solutions

Daily Vehicle Inspection Checklist

Operator's name

Vehicle number

Inspection date

Time of inspection ☐ AM ☐ PM

Vehicle Mileage at start of shift

Vehicle Mileage at end of shift

	Vehicle Cab/Chassis Good	Bad	Note Any Deficiencies in the Columns Below
Operators Manual (*1)	☐	☐	
Glass	☐	☐	
Windshield Wipers	☐	☐	
Wiper blades	☐	☐	
Turn signals	☐	☐	
Brake lights	☐	☐	
Marker lights	☐	☐	
Reverse lights	☐	☐	
Back up alarm	☐	☐	
Parking Brake	☐	☐	
Gauges	☐	☐	
Steering	☐	☐	
Seat Belts	☐	☐	
Horn	☐	☐	

Doors & door locks	☐	☐	
Rearview mirrors	☐	☐	
Clutch & Gear shift	☐	☐	
Windshield/Glass	☐	☐	
Tires	☐	☐	

Vehicle Under Hood			
Engine Oil Level	☐	☐	
Transmission Fluid level	☐	☐	
Coolant level	☐	☐	
Brake Fluid Level	☐	☐	
Power Steering fluid level	☐	☐	
Windshield Washer level	☐	☐	
Battery	☐	☐	

By Signing below I acknowledge that the above information is true and accurate to the best of my knowledge. I also acknowledge that the vehicle is safe to operate.

Print Name

Signature

Date

Contract ID#: CQTV09000024

Department: Traffic & Parking Violations Agency

E-138-12 RUSH

Contract Details

SERVICE: Professional Services

NIFS ID #: CLTV12000001 NIFS Entry Date: April 6, 2012 Term: Five (5) years

New ☐	Renewal ☐	1) Mandated Program:	Yes X	No ☐
Amendment #1 Extension X		2) Comptroller Approval Form Attached:	Yes X	No ☐
Time Extension ☐		3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No ☐
Addl. Funds ☐		4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
Blanket Resolution ☐ RES#		5) Insurance Required (To Provide)	Yes X	No ☐

Agency Information

Vendor

Name: **American Traffic Solutions, Inc.**

Vendor ID#: [redacted]

Address: [redacted]

Contact Person: **John D. Tuton**

Phone: [redacted]

County Department

Department Contact: **John G. Marks**

Address: **16 Cooper St., Hempstead, NY 11550**

Phone: **516-572-2654**

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☑ ☑	4/6/12		
	OMB	*NIFS Approval*	☑	4/6/12		Yes ☑ No ☐ Not required if blanket resolution
4/17/12	County Attorney	*CA RE & Insurance Verification*	☐	4/17/12		
4/17/12	County Attorney	*CA Approval as to form*	☑	4/17/12		
	Legislative Affairs	*Fw'd Original Contract to CA*	☐	5/30/12		
	Rules ☐/ Leg. ☐		☐			Yes ☐ No ☐
	County Attorney	*NIFS Approval*	☐	06/19/2012		
	Comptroller	*NIFS Approval*	☑	6/8/12		
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐			
	Chief Dep.Cty.Exec.		☐	5/30/12		
	Deputy County Exec.		☐			

Contract ID#: CQTV09000024 Department: Traffic & Parking Violations Agency

Contract Summary CLTV12000001 AMENDMENT #1 - EXTENSION

Description:
The Red Light Safety Camera contract with ATS is being amended so that additional intersections (as allowed by law) can be monitored by the equipment. VTL 1111-b was recently amended to allow Nassau County to monitor up to 100 intersections from the prior allowance of 50 intersections. In addition, additional changes are being made that include changing the terms from a fixed price per approach to a percentage based contract. The percentage model will be based upon total fine and penalty collected (the county will still retain all fees). The payment terms are expected to net the County an additional $2m per year due to cost savings – savings based on current production levels.

Purpose:
This Agreement is for all the labor, material, and services required in order to furnish, install, operate, and maintain the Red Light Camera Demonstration Program in Nassau County, as approved by the State and County legislatures.

Method of Procurement:
The Department of Public Works (DPW) issued a Request for Proposal (RFP) on June 9, 2008 returnable on July 14, 2008. Additionally, on March 26, 2009 an invitation to submit a best and final offer (BAFO) was sent and the vendor submitted said BAFO on April 8, 2009.

Procurement History:
DPW solicited responses to a Request for Proposal, which was advertised in Newsday and on the Nassau County website. Five vendors submitted technical responses. The proposals were reviewed in accordance with County Executive Order No. 1-1993 and Board of Supervisor's Resolution 928-1993. The technical proposals were reviewed by a six member review committee consisting of two members from the Traffic and Parking Violations Agency (TPVA) and four from DPW. In addition to the technical proposals, the five vendors were requested to perform oral presentations to the Review Committee, which were used to establish a ranking of the vendors.

Description of General Provisions:
The scope of work of the project enables DPW to review and coordinate the installation of Red Light Camera equipment at up to fifty intersections selected by the County based on an accident history report, generated by the vendor, at locations throughout the County. The scope of the project also enables TPVA to certify Red Light Camera Traffic Violations and authorizes the vendor, by use of their computer software, to notify the violator and procure the appropriate traffic violation fine for processing by TPVA once reviewed by TPVA personnel.

Impact on Funding / Price Analysis: No impact on funding.

Change in Contract from Prior Procurement: Modifying terms to increase the number of intersections monitored by the RLC program. Modifying contract expense terms from a fixed price per camera to a percentage of fine and penalty collected (anticipated additional $2m net to County per year vs. current payment terms).

Recommendation: Approve as Submitted.

Advisement Information

BUDGET CODES	
Fund:	Gen
Control:	TV
Resp:	1000
Object:	DE
Transaction:	CL

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 0.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE500	$ 0.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Irene M. Higgins Date: 4/9/2012

CLTV12000001

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name JL	Name	Date 5/30/12
Date 6/28/12	Date 6/29/12	(For Office Use Only) E #:

E-138-12

RULES RESOLUTION NO. 158 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF TRAFFIC & PARKING VIOLATIONS AGENCY, AND AMERICAN TRAFFIC SOLUTIONS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6/18/12
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with American Traffic Solutions, Inc. in relation to the Red Light Camera Program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with American Traffic Solutions, Inc.

RULES RESOLUTION NO. – 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF TRAFFIC & PARKING VIOLATIONS AGENCY, AND AMERICAN TRAFFIC SOLUTIONS, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with American Traffic Solutions, Inc. in relation to the Red Light Camera Program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with American Traffic Solutions, Inc.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: **American Traffic Solutions, Inc.**

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of: _____ _____ _____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on June 12, 2009. This is an amendment to the original contract. A copy of the original contract is attached.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

John M Weeks

Department Head Signature

4/6/12

Date

***NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

Compt. form Pers./ Prof. Services Contracts: Rev. 02/04

American Traffic Solutions, Inc.
List of Principals
As of 3/31/2012

Directors/Officers:

Name: James D. Tuton
Title: CEO
Phone: [redacted]

Name: Adam E. Tuton
Title: EVP/President Public Safety
Phone: [redacted]

Name: Adam R. Draizin
Title: EVP/President Commercial Services
Phone: [redacted]

Name: John Goldsberry
Title: CFO
Phone: [redacted]

Name: John T. Petrozza
Title: EVP/President MICS
Phone: [redacted]

Name: Michael Bolton
Title: COO
Phone: [redacted]

Shareholders:

Name: James D. Tuton
Title: CEO
Phone: [redacted]

Name: Adam E. Tuton
Title: EVP/President Public Safety
Phone: [redacted]

Name: Adam R. Draizin
Title: EVP/President Commercial Services
Phone: [redacted]

Name: John T. Petrozza
Title: EVP/President MICS
Phone: [redacted]

Name: Goldman Sachs Group, Inc.
[redacted]

Name: W Capital
[redacted]

Name: JENOPTIK North America, Inc.
[redacted]

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

April 6, 2012

Deborah O'Connell,
Treasurer, CSEA Local 830
400 County Seat Drive
Mineola, NY 11501

Dear Ms. O'Connell:

Pursuant to Section 32A of the Collective Bargaining Unit (CBA), this is to advise you that this agency is amending its contract with American Traffic Solutions, Inc., our Red Light Camera vendor, to add additional intersections as allowed by law and modify payment terms of the original contract.

Should you have any questions regarding this matter, please contact me at 572-2654.

Sincerely,

John G. Marks,
Executive Director

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

INTER-DEPARTMENTAL MEMO

TO: George Maragos,
Nassau County Comptroller

FROM: John G. Marks,
Executive Director

DATE: April 6, 2012

SUBJECT: Comptroller Approval Form

[redacted]

Should you need additional information or have any questions regarding this matter, please do not hesitate to contact me at 572-2654.

FIRST AMENDMENT
TO CONTRACT FOR SERVICES

This First Amendment ("First Amendment ") is dated effective this _____ day of _____, 2012 ("Effective Date") and is entered into between American Traffic Solutions, Inc. ("ATS"), a corporation duly registered under the laws of the State of Kansas with its principal place of business at [redacted] and Nassau County ("County"), a political subdivision of the State of New York with principal offices at 1550 Franklin Avenue, Mineola, New York 11501.

RECITALS

WHEREAS, on June 16, 2009, the County and ATS entered into a Contract for Services for the County's use of the Axsis™ System to enforce traffic violations (the "Agreement"); and

WHEREAS, section 15(b) of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, New York State Vehicle and Traffic Law Section 1111-b has been amended to increase the number of intersections monitored by traffic-control signal photo violation-monitoring devices; and

WHEREAS, the County and ATS mutually desire to amend, modify or alter certain terms and conditions of the Agreement. so as to, among other things, expand the number of camera installations.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this First Amendment, the County and ATS do hereby agree as set forth below:

1. Pursuant to Section 2 of the Agreement, County hereby exercises its option to extend the term of this Agreement for one (1) additional three (3) year period through December 1, 2017, subject to sooner termination (i) in accordance with the provisions of this First Amendment or (ii) in the event that New York State Vehicle and Traffic Law Section 1111-b, currently scheduled to expire on December 1, 2014, is not extended.

2. Subsection 17(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

(a) Generally. This Agreement may be terminated prior to scheduled contract expiration:

~~(i) for convenience, not to be exercised in an arbitrary or capricious manner, by the County~~ upon ninety (90) days' written notice to the Contractor. In the event County elects to terminate this Agreement for convenience, County shall pay ATS an early termination fee for any Camera System which was installed after the Effective Date of this Amendment based on a price of $120,000 which will be reduced by $2,000 for each month that the camera is installed. See Exhibit C, Part One for the amounts due at the end of each month. For cameras installed (and not moved) prior to the execution of this Amendment, no termination fee payments are required. For cameras relocated after the execution of this Amendment, a reduced fee of $60,000 will be used for termination calculations. The $60,000 amount will be reduced by $1,000 per month in accordance with Part 2 of Exhibit C.

(ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination. As used in this Agreement the word "Cause" includes: (1) a breach of this Agreement; (2) the failure to obtain and maintain in full force and effect all Approvals required for the Services described in this Agreement to be legally and professionally rendered; and (3) the existence of state legislation, a decision by a court of competent jurisdiction, or other change in state or local law or any other circumstances which materially interferes with the terms of this Agreement or a party's ability to perform its obligations under the terms of this Agreement. Contractor must receive a written cure notice for this clause to be enforced and then provided 45 days to attempt to cure the breach condition.

(iii) upon mutual written Agreement of the County and the Contractor;
(iv) if the enabling state legislation for red light photo enforcement is repealed

or

(v) in accordance with any other provisions of this Agreement expressly addressing termination.

3. Subsection 1.2.5 of Exhibit A is hereby deleted in its entirety and replaced with the following:

ATS will install Camera Systems at a number of intersection approaches, up to the amount allowed by law, as the law may be amended from time to time, to be agreed upon between ATS and the County after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where Camera Systems are installed and maintained. Nassau County will have the option to direct ATS to relocate any cameras at their sole discretion. ATS and Nassau County will share the cost of any such relocation, with each party paying 50% of the actual costs up to a maximum of a total relocation cost of $38,000 per camera. The number of camera relocations will be limited to a maximum of 6 intersections per year.

4. Exhibit B is hereby deleted in its entirety and replaced with Exhibit B hereto.

5. County agrees that it will not contract for any red light photo enforcement business, product, or services, other than collection services, with another entity or person during the term of this Agreement.

6. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.

7. The provisions of this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Amendment are merged into this Amendment.

8. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

9. County shall add one (1) additional three (3) year period optional extension for a possible total term of fourteen (14) years.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

COUNTY OF _____

By: _____ 7/19/12

County Executive — Date

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____ 4/4/12

Michael Bolton, — Date

Chief Operating Officer

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 19 day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard R. Walker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Doreen R. Pennica
NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2015

STATE OF ARIZONA)

)ss.:

COUNTY OF MARICOPA)

On the 4th day of APRIL in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared B. Michael Bolton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Catherine E Wilkins
NOTARY PUBLIC

CATHERINE E WILKINS
Notary Public - Arizona
Maricopa County
My Comm. Expires Feb 7, 2014

Exhibit B
Fee Schedule

Service Fee:

Service Fees are on a contingency fee basis, with County to pay ATS thirty-eight percent (38%) of the total of all fines and penalties collected each month.

Performance Incentives:

In addition to the Service Fees, County will pay ATS:

(a) an additional one percent (1%) of the total of all fines and penalties collected each month when the program averages nine (9) violations per day per camera; or

(b) an additional two percent (2%) of the total of all fines and penalties collected each month when the program averages twelve (12) violations per day per camera

(c) Incentive payments will be calculated and paid based on the results for each quarter, however at yearend a final calculation for the year will be prepared and any resulting cash true-ups will be calculated and paid within 30 days following the end of the year.

Collections fees:

Delinquency collections services may be provided by ATS at the discretion of Nassau County. Fees will be negotiated at that time.

Pro-Ration of Fees:

The County shall not pay a monthly fee for a new Camera System until it is fully installed and operational.

EXHIBIT C

Part One - applies to cameras installed after the execution of Amendment One

	Month One	Month Two	Month Three	Month Four	Month Five	Month Six	Month Seven	Month Eight	Month Nine	Month Ten	Month Eleven	Month Twelve
Year One	120,000	118,000	116,000	114,000	112,000	110,000	108,000	106,000	104,000	102,000	100,000	98,000
Year Two	96,000	94,000	92,000	90,000	88,000	86,000	84,000	82,000	80,000	78,000	76,000	74,000
Year Three	72,000	70,000	68,000	66,000	64,000	62,000	60,000	58,000	56,000	54,000	52,000	50,000
Year Four	48,000	46,000	44,000	42,000	40,000	38,000	36,000	34,000	32,000	30,000	28,000	26,000
Year Five	24,000	22,000	20,000	18,000	16,000	14,000	12,000	10,000	8,000	6,000	4,000	2,000

Time Periods are calculated from the time a camera is operational and generating live citations.
Amounts due are the payout due to ATS should the contract be terminated prior to a camera being operational for 5 years.

EXHIBIT C
Part Two -applies to cameras relocated after the execution of Amendment One

	Month One	Month Two	Month Three	Month Four	Month Five	Month Six	Month Seven	Month Eight	Month Nine	Month Ten	Month Eleven	Month Twelve
Year One	60,000	59,000	58,000	57,000	56,000	55,000	54,000	53,000	52,000	51,000	50,000	49,000
Year Two	48,000	47,000	46,000	45,000	44,000	43,000	42,000	41,000	40,000	39,000	38,000	37,000
Year Three	36,000	35,000	34,000	33,000	32,000	31,000	30,000	29,000	28,000	27,000	26,000	25,000
Year Four	24,000	23,000	22,000	21,000	20,000	19,000	18,000	17,000	16,000	15,000	14,000	13,000
Year Five	12,000	11,000	10,000	9,000	8,000	7,000	6,000	5,000	4,000	3,000	2,000	1,000

Time Periods are calculated from the time a camera is operational and generating live citations.
Amounts due are the payout due to ATS should the contract be terminated prior to a camera being operational for 5 years.

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date last executed by the parties (such date, the "Effective Date") is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) American Traffic Solutions, Inc., a Kansas corporation, having its principal office at [redacted] (the "Contractor" or "ATS").

WITNESSETH:

WHEREAS, pursuant to Section 1111-b of the New York State Vehicle and Traffic Law, the County has the authority to adopt a program imposing monetary liability on the owner of a vehicle for failure of an operator thereof to comply with traffic control indications through a system of traffic-control signal photo violation-monitoring devices ("Red Light Camera Program");

WHEREAS, the County wishes to avail itself of the opportunity to develop a Red Light Camera Program to promote public safety;

WHEREAS, in connection with the potential Red Light Camera Program, the County commenced a procurement process by issuing the County's June 9, 2008 RFP No. PW-H62570C entitled "Request for Proposals for Professional services for the Planning, Design, Operation and Management of a Countywide Red Light Violation Camera System";

WHEREAS, the County evaluated the responses received from various proposers, including oral and written presentations, and requested Best and Final Offers ("BAFOs") from the proposers;

WHEREAS, on April 8, 2009, the Contractor submitted, as a result of discussions and negotiations, a final revised BAFO ("the Final Revised BAFO");

WHEREAS, the Final Revised BAFO is the basis upon which the County is prepared to designate the Contractor for the work described herein;

WHEREAS, ATS has the exclusive knowledge, possession and ownership of certain equipment, licenses, and processes, referred to collectively as the "Axsis™ System" as defined herein;

WHEREAS, the County desires to use the Axsis™ System to monitor and enforce red light violations;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Definitions. As used in this Agreement, the following words and terms shall have the respective meanings provided below:

(a) "Axsis VPS (Violation Processing System) System" shall mean the violation processing system used by ATS and the County to review, process, manage and track red light camera violations captured by the installed Camera Systems. The Axsis VPS System is owned by ATS and is accessed by the County by means of remote secure internet connection. ATS does not deliver software to the County that resides on any County computer or server. The Axsis VPS

System is operated under an Application Service Provision (ASP) model where remote users log in to process work and perform other duties. For the purposes of Section 6, the Axsis VPS system is not deemed a deliverable and no copy of such software program will be provided as backup in electronic form to the County.

(b) "Citation" means a citation or notice of violation or equivalent instrument issued by TPVA relating to a violation documented or evidenced by Axsis™.

(c) "Paid Citation" means a situation where the person cited has entered a plea of guilty and paid in full the fine and applicable court costs associated with the particular citation.

(d) "Camera System" means an Axsis RLC-300 Red Light Camera System which constitutes a photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device capable of accurately detecting a traffic infraction on up to four contiguous lanes which records such data with one or more images of such vehicle. Where an intersection requires detection of more than four lanes, an additional Camera System may be installed at that intersection. "Camera System" shall also, where the sense requires, include any enclosure or cabinet and related appurtenances in which the Axsis™ RLC-300 Red Light Camera System is stationed.

(e) "Recorded Image" means an image digitally recorded by a Camera System.

(f) "Approach" is defined as one direction of travel of one or more lanes on a road or a traffic intersection up to four (4) contiguous lanes controlled by up to two (2) signal phases.

(g) "Violation" means failure to obey applicable traffic law or regulations governing the failure to obey a traffic signal.

(h) "Violation Incident Monitoring System (VIMS) Analysis" is a statistical assessment of violations rates at suspected problem intersections and approaches to determine the need for a red light system.

(i) "Owner" means the owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country.

(j) "Traffic Control Signal" means a traffic control device that displays alternating red, yellow and green lights intended to direct traffic when to stop at or proceed through and intersection.

(k) "TPVA" shall refer to the Nassau County Traffic & Parking Violations Agency.

(l) "DPW" shall refer to the Nassau County Department of Public Works.

(m) "Operational," as it pertains to the street/field operation of the Red Light Camera Program, shall mean that, under the specifications set forth in this Agreement, the majority of images produced by the Axsis System are both READABLE and USEABLE by TPVA. Those images deemed unreadable through no fault of ATS (non-controllable rejections), as determined by the County, shall be deemed as useable for the purposes of assessment of liquidated damages, provided that ATS shall provide for an account of all such images and allow the County to audit.

(n) "Readability" shall refer to the quality of the online images, which must be legible with no uncertainty as to the positions of the vehicle. The numbers and letters of the license plate after the Notice of Violation is printed must also be legible and without uncertainty as to their accuracy.

(o) "Useable" means that images are readable and are free of any technical or mechanical defects.

(p) Operational Date means the date upon which a Camera System installed at the 50th intersection becomes operational.

(q) Project Manager means the single point of contact for either party (County or ATS) that is responsible to maintain the project implementation schedule and to coordinate the activities of the respective departments within each party to the Agreement such that the objectives of the program are met. Each party will designate and maintain a Project Manager.

(r) "Project Business Process Work Flow" means the business process illustration for all steps required to capture, process, and adjudicate each Violation.

(s) "Business Requirements Meeting" means the meeting(s) which will result in the Project Business Process Work Flow.

(t) "Project Timeline" means the milestones to which the parties will agree for the implementation of the program.

2. Term. The term of this Agreement shall be for five (5) years beginning on the Operational Date, or until the lapse of New York State Vehicle and Traffic Law Section 1111-b, which currently is scheduled to expire on December 1, 2014, whichever comes first, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, that if the statute provides for the extension of the Red Light Camera Program, then the County, at its sole option, may renew this Agreement for two additional terms, each of which shall be for a three (3) year period, for a possible total term of eleven (11) years, under the same terms, conditions, and monthly compensation rate as the original five (5) year Agreement. The County will provide the Contractor with sixty (60) days written notice prior to exercising either renewal option.

3. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of all labor, material, and services required to furnish, install, operate, and maintain the Red Light Camera Program in Nassau County, including the use of the Axsis System, which services are more fully described in Exhibit A attached hereto and incorporated by reference ("Services"). Prior to implementing the Axsis System, Contractor may conduct an analysis of each Approach being considered for a Camera System. If Contractor and the County deem it necessary, Contractor will use the Axsis™ VIMS Analysis or other tool or means to complete the analysis over a 4 to 24 hour period. The County will be provided by the Contractor a report on violations recorded at each monitored approach, including the time of day and lanes on which the violations occurred.

(b) Participation by Political Subdivisions. The Contractor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These entities shall accept full responsibility for any payments due Contractor for their purchases hereunder.

4. Payment. (a) Amount of Consideration. The Red Light Camera Program will operate without any cost to the County. All fees and other amounts payable to the Contractor by the County shall be payable solely from and to the extent of actual fines and other amounts realized pursuant to Services provided under this Agreement. The amount to be paid to the Contractor shall be payable in accordance with the fee schedule set out in Exhibit B hereto. Unit prices will be fixed for the first two (2) years of the first term and thereafter on each anniversary date of the installation of a Camera System, unit prices will increase by the Consumer Price Index ("CPI"), according to the average

change during the prior 12 months in the Consumer Price Index for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor, or by the projections set forth by the Nassau County Office of Management and Budget ("OMB") set forth in Exhibit B, whichever is less.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states the number of Camera Systems in operation for the month being invoiced, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

5. Ownership of System. It is understood by the County that the Axsis VPS System and Camera System being installed by the Contractor are, and shall remain, the sole property of the Contractor. The Axsis VPS System and Camera System are being provided to the County only under the terms and for the term of this Agreement.

6. Right to Works.

(a) Except as noted in subsection (b) below, upon execution of this Agreement, any reports, document, data, designs, drawings, photographs and/or any other material produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County.

(b) Contractor Property or Works. Unless otherwise agreed upon between the parties in this Agreement, the Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or work, including all intellectual property interests therein. Contractor shall grant the County a non-exclusive, non-transferable, royalty-free, perpetual internal use license to use such Contractor works that are incorporated into the deliverables. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of the Contractor or used by the Contractor.

(c) The County may make reasonable copies of Contractor Works for back-up and archival purposes in accordance with applicable law. The County shall reproduce such material accurately and include all original copyright and trademark notices, claims of confidentiality or trade secrets, and other proprietary rights notices on all back-up or archival copies. Subject to the other provisions in this subsection 6(c), any copies that the County makes of such Contractor Works shall remain the Contractor's sole property.

(d) County Data. All County data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from County's computer systems) shall remain the property of the County. Contractor shall not use the County data other than in connection with providing the Services pursuant to this Agreement.

7. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

8. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

9. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to confidentiality, conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In addition, Contractor shall comply with any and all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement, including, but not limited to, NYS VTL § 1111-b and Title 72 of the Miscellaneous Laws of Nassau County. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Exhibit D (Appendix EE) attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Exhibit E (Appendix L), and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

10. Confidential Information. (a) Each party hereby agrees (i) to hold and to cause each of such party's agents, employees and representatives to hold the other party's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information including, without limitation, all precautions the receiving party employs with respect to its own confidential materials, (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person; (iii) not to make any use whatsoever at any time of such Confidential Information except as contemplated hereunder, and (iv) not to copy or reverse engineer any such Confidential Information. For purposes of this Section 9(a), "Confidential Information" shall mean, without limitation:

(i) any information that is specifically marked as "Confidential";

(ii) information which the County or the Contractor has requested in writing to be kept confidential;

(iii) information which is disclosed verbally and identified as confidential at the time of disclosure;

(iv) information which, by its nature, must be kept confidential in order to prevent adverse consequences to either party.

(b) Exceptions to Confidentiality Obligations. "Confidential Information" shall not include information that:

(i) was already known to the receiving Party prior to disclosure by the disclosing party;

(ii) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party,

(iii) has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information;

(iv) has been approved for release by written authorization of the owner of the Confidential Information; or

(v) has been independently developed by the receiving party.

(c) Notwithstanding any provision in this Agreement to the contrary, a party may disclose Confidential Information of the other Party to the extent it is required to be disclosed pursuant to (i) Section 9(c) "Compliance with Law: Record Access" or (ii) a valid order or requirement of a governmental agency or court of competent jurisdiction, provided that the owner of the Confidential Information shall be given reasonable notice of such an order or requirement and the opportunity to contest it.

(d) Limitation on the Flow of Information. The parties shall endeavor to give access to the other party's Confidential Information only to such persons who are either bound by a professional duty of confidentiality or who require knowledge of the information as employees, representatives, agents, authorized persons, advisors, officers, or directors of the respective party for orderly conduct of business of the party concerned. Each party shall also require the recipients of the other party's Confidential Information to undertake to keep such Confidential Information secret.

11. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) In addition to compliance with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement, the Contractor shall comply with the maintenance procedures and manufacturer recommendations for operation of the Axsis™ equipment which affect this Agreement.

(d) The Contractor shall make reasonable efforts to ensure that no photographs produced by the Axsis System shall include images that identify the driver, the passengers, or the contents of a vehicle.

(e) The Contractor shall provide to the County an annual report on the results of the Red Light Camera Program that includes all information required by New York State law.

12. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions that result from the negligence or willful misconduct of the Contractor or a Contractor Agent, including, but not limited to, violations of the maintenance procedures and manufacturer recommendations for operation of equipment and Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence or willful misconduct of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought out of or in connection with any acts or omissions that result from the negligence or willful misconduct of the Contractor or a Contractor Agent or which are instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

13. Patent/Copyright/Trademark/Trade Secrets Claims: (a) The Contractor will indemnify, defend and hold the County harmless for any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in performance of this Agreement. The County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

(b) In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such item(s) or part (s) thereof, as applicable; (B) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (C) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration to be paid to the Contractor under this Agreement. The preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County.

(c) Time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(d) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (i) not contemplated by the Contractor; (ii) made without the Contractor's approval; or (iii) caused by the use of any deliverable with any adjunct device by the County, unless such use was contemplated or consented to by the Contractor.

(e) In the event that an action at law or equity is commenced against the County arising out of a claim that the County use of a deliverable under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the

Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

14. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

15. Assignment; Amendment; Waiver; Subcontracting. (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), which consent shall not be unreasonably withheld or delayed, and any purported assignment, other disposal or modification without such prior written consent shall be null and void; however, for the purposes of Contractor business financing purposes, the Contractor may sell, assign, transfer, or convey any interest in this Agreement in whole or in part without the written consent of the County, provided that no such assignments for financing purposes shall release the Contractor, in whole or in part, from its obligation to provide Services pursuant to this Agreement. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

(b) The County may from time to time consider it in its best interest to change, modify or extend term, conditions or covenants of this Agreement, or request ATS to perform additional services, including the installation of Camera Systems at additional intersections pursuant to amendments in New York State Law, regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of ATS's compensation, which are mutually agreed upon by and between the County and ATS shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate, the procurement process or this Agreement nor relieve or release ATS or the County of any of its obligations under this Agreement unless stated therein.

16. Force Majeure. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by the Contractor. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

17. Termination. (a) Generally. This Agreement may be terminated (i) for convenience, not to be exercised in an arbitrary or capricious manner, by the County upon thirty (30) days' written notice to the Contractor, (ii) by the County upon written notice to the Contractor if for some reason it is determined that the Axsis System cannot be made operational to the satisfaction of the County, provided that the County shall give reasonable notice to the Contractor of its reasoning for the determination, and give the Contractor a Forty Five (45) day period to cure the defect, (iii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iv) upon mutual written Agreement of the County and the Contractor, and (v) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the Services described in this Agreement to be legally and professionally rendered; and (iii) the existence of state legislation, a decision by a court of competent jurisdiction, or other change in state or local law or any other circumstances which materially interferes with the terms of this Agreement or the ability to perform its obligations under the terms of this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, including through events described in subsection 17 (a)(iii)(iii), above, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department of Public Works (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for

termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement. The parties recognize that the County will have to process outstanding traffic law violations at the expiration of the term, and that Contractor accordingly must assist the County in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: The County shall cease using the Axsis™ System, shall return or allow Contractor to recover all provided equipment within a reasonable time not to exceed sixty (60) days, and shall not generate further images to be processed. Unless directed by the County not to do so, Contractor shall continue to process all images taken by the County before termination and provide all services associated with processing in accordance with this Agreement, and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect. The monthly processing fee includes all tickets taken by the camera through to completion of adjudication or payment.

(d) Liquidated Damages to Contractor. In the event that this Agreement is terminated by the County for reason other than a material breach of this Agreement by the Contractor, the County shall repay to the Contractor an amount of the revenue collected from the program sufficient to cover the Contractor's costs in excess of fees paid to date, but in no event shall the damages paid exceed the revenues collected by the County pursuant to this Agreement.

18. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

19. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

20. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

21. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

22. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

23. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

24. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

25. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

26. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

27. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement), and (iii) the County Legislature has effected a Local Law authorizing the County to establish a demonstration Red Light Camera Program.

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
Name: Adam E. Tuton
Title: Executive Vice President / COO
Date: _____

NASSAU COUNTY

By: _____
Name: FRANCIS X. RYAN
Title: Deputy County Executive
Date: June 16, 2009

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~ Arizona)

)ss.:

COUNTY OF ~~NASSAU~~ Maricopa)

On the 4th day of May in the year 2009 before me personally came Adam Tilton to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Maricopa ; that he or she is the Executive Vice Pres of American Traffic Solutions the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Linda M. Welsch
NOTARY PUBLIC

OFFICIAL SEAL
LINDA M. WELSCH
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires June 1, 2009

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 16th day of JUNE in the year 2009 before me personally came Francis X. Ryan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU ; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Barbara Conroy
NOTARY PUBLIC

BARBARA CONROY
Notary Public, State of New York
No. 30-4838123
Qualified in Nassau County
Commission Expires November 30, 2009

Exhibit A
ATS SCOPE OF WORK

1. AMERICAN TRAFFIC SOLUTIONS (ATS) SCOPE OF WORK

1.2 ATS IMPLEMENTATION

1.2.1 ATS agrees to provide Camera Systems, Violation Processing, maintenance and support services to the County wherein all reasonably necessary elements required to implement and operate the specifications required by the County in Exhibit C are the responsibility of ATS, except for those items identified in Section 2 titled "County Scope of Work".

1.2.2 ATS agrees to adhere to the following schedule: ATS shall complete installation of fully operational Camera Systems at 20 intersections by September 1, 2009; ATS shall complete installation of fully operational Camera Systems at 20 additional intersections by December 1, 2009; and ATS shall complete installation of fully operational Camera Systems at the remaining 10 initial intersections by February 1, 2010. This schedule is contingent upon the County's ability to meet the milestones and timelines to be established by the project team and a lack of interference from events outside of the control of either party.

1.2.3 ATS shall provide installation drawings stamped by a licensed civil engineer. ATS work product and drawings shall be overseen and approved by an ATS Professional Engineer and such deliverables shall reflect the details of installation work to be completed. All plans submitted by ATS shall be subject to written approval by DPW.

1.2.4 ATS will assist the County with video evaluation of candidate sites using the Axsis VIMS system.

1.2.5 ATS will install Camera Systems at a number of intersection approaches, up to the amount allowed by law, to be agreed upon between ATS and the County after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where Camera Systems are installed and maintained. The costs to move a Camera System within three years of the date the Camera System becomes Operational and invoiceable shall be paid by the County at an agreed upon amount. After the third anniversary of the date a Camera System becomes Operational and invoiceable, ATS will pay Twenty Five percent (25%) of the costs to move a Camera System. The maximum number of moves for which ATS will pay shall be up to fifteen percent (15%) of the total number of Camera Systems installed. All moves are at the option of the County, and subject to available funds. ATS shall fully cooperate with the County when the County desires to move a Camera System, regardless of whether ATS has a financial obligation to pay for part of the move unless it is not technically feasible or uneconomical to perform the requested move in which case an alternate camera site will be discussed and agreed upon.

1.2.6 ATS will operate each Camera System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.

1.2.7 ATS will assist the County with the following public information and outreach campaign strategies upon prior written approval by the County:

1.2.7.1 At the beginning of the contract, ATS' in-house Communications Department will provide a Public Awareness Toolkit to the County. The toolkit will consist of templates and samples of the following items:

1.2.7.1.1 Press releases (for all phases of the photo enforcement program).

1.2.7.1.2 Informative public education pamphlets in English, Spanish and other languages.

1.2.7.1.3 Engaging and educational website content for the County's website.

1.2.7.1.4 Materials for media events

1.2.7.1.5 Commonly requested media items, such as sample video clips and images of our camera system.

1.2.7.1.6 Content ideas for public service announcements

1.2.7.1.7 Public Relations support.

1.2.7.1.8 Public opinion poll content (i.e. instrument that can be used for polling).

In addition, depending upon the agreed-upon strategy, ATS may pay for agreed upon expenditures for public relations consultants, advertising, or media relations provided that such expenditures will be reimbursed to ATS from collected revenues.

1.2.8 ATS agrees to provide a secure web site with a URL as approved by the County (e.g., www.nassaucountyviolationinfo.com) accessible to citation recipients (defendants) by means of a Notice # and a PIN, which will allow violation image and video viewing. Design of the web site is subject to approval by TPVA.

1.2.9 The County name, County seal, logo, or any indicia of County endorsement by ATS, whether on the ATS web site, marketing materials, signage, Notices of Violation, or any other media approved by the County, shall only be used as necessary to provide the Services under this Agreement and shall require prior written approval by the County.

1.2.10 The County and ATS will complete the Project Business Process Work Flow design in the Business Requirements Meeting(s) within 30 calendar days of contract signature.

1.2.11 ATS shall, at minimum, or with such greater frequency as is reasonably necessary to comply with the standard of care provided in section 11, Minimum Services Standards, of this Agreement, provide technician site visits to each Camera System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and general system inspection and maintenance.

1.2.12 ATS shall repair a non-functional Camera System within 48 hours of determination of a malfunction. Non-functional means unable to capture any violations. However, if as a result of vandalism, accident, or weather, damage to field equipment is of such a

degree of severity, as to require replacement of pole, wiring, or conduit, a five day grace period may be granted, at the reasonable discretion of the County, if such damages are reported to the Department of Public Works by the beginning of the following business day. "Grace Period" shall mean that the down time will not be subject to liquidated damages.

1.2.13 ATS shall at all times maintain the integrity and reasonable clarity of all photographs taken pursuant to this Agreement.

1.2.14 ATS shall repair the Axsis VPS System within 1 business day from the time of the outage. Outages of County internet connections or infrastructure are excluded from this service level.

1.2.15 For any use of ATS lockbox or epayment services, ATS shall work with the County Treasurer to establish a demand deposit account in Nassau County's name at U.S. Bank. All funds collected on behalf of the County will be deposited in this account and transferred by wire daily to the County's primary deposit bank. The County will identify the account to receive funds wired from U.S. Bank. County shall sign a W-9 and blocked account agreement, to be completed by the County, to ensure the County's financial interest in said U.S. Bank account is preserved.

1.3 ATS OPERATIONS

1.3.1 ATS shall provide the County with an optional one-time warning period up to 30 days in length at the outset of the program, to be provided at the sole discretion of the County.

1.3.2 ATS shall provide the County with an automated web-based citation processing system (Axsis™ VPS) including image processing, 1st notice color printing and mailing of one color Citation or Notice of Violation per chargeable event and a mailing of a text only reminder notice. Each Citation or Notice of Violation shall be delivered by First Class mail to the registered owner within the statutory period. Mailings to owners responding to first notices identifying drivers in affidavits of non-liability or by rental car companies are also included according to each pricing option.

1.3.3 Subsequent notices (such as pre-collection letters) may be delivered by First Class or other mail means for additional compensation to ATS as agreed by the parties in Exhibit B.

1.3.4 All notices shall be printed with appropriate text approved by TPVA. Text for each notice after the first notice shall be unique, reflecting the change in fines as well as appropriate wording to notify violators of steps that will be taken if the notice is ignored,

1.3.5 ATS shall apply an electronic signature to the citation when authorized to do so by TPVA. With respect to any electronic signatures. ATS shall follow the recommendations of the NYS Office of Technology and retain, at a minimum, documentation of: signer's identity, process used to identify and authenticate the person, date and time an individual was authenticated, signer's intent, and the date and time that the signing process was completed, as well any other information required by law.

1.3.6 ATS shall provide sufficient training, in TPVA's sole discretion, and provide all training materials necessary to train TPVA employees in the use of the Axsis System. Training

shall take place at a site designated by TPVA after all equipment and software has been substantially tested by ATS and is ready for operation.

1.3.7 ATS shall obtain in-state vehicle registration information necessary to issue citations assuming that the County executes the ATS DMV Subscriber Services Agreement (Exhibit F).

1.3.8 ATS shall seek records from out-of-state vehicle registration databases and apply records found to Axsis to issue citations for the County at no additional cost.

1.3.9 ATS shall provide the ability to export tickets deemed delinquent until such time as the County's new Case Management System is in place. The expectation is for the new Case Management system to be in place around June 2010. If the County and ATS agree that ATS will pursue delinquent collections, the County would require reporting information on the collection activities, at a rate agreed upon by both parties. If the County does not require ATS to pursue delinquent collections, then ATS shall provide an export of delinquent tickets during the period prior to the implementation of the new Case Management System. Furthermore, ATS shall provide an on-line court processing module, which will enable the court to review cases, related images, correspondence and other related information required to adjudicate the disputed citation.

1.3.10 ATS shall integrate with the County's new Case Management System through a two-way interface. The two-way interface will export from ATS all violations issued. The export will also provide any updates to the violations (including but not limited to payments, address updates, responsible motorist updates). The ATS imports will include information relating to resolved tickets (including but not limited to payments, conferences, trials, dispositions). Any costs charged by a third party vendor to integrate the ATS system to a court computer system shall be borne by the County. ATS may agree to cover these up front costs and recover the costs from the collected revenue in addition to its normal fees.

1.3.11 ATS will provide the Axsis™ VPS system, which provides the County with the ability to run and print any and all reports required by the County. Such reports must provide information necessary for the County to perform an audit of the efficacy of the Axsis System for purposes of quality assurance and quality control.

1.3.12 ATS shall retain all images and data obtained through the Axsis System and/or Camera System(s), including rejected or non-printed images. Images shall be retrieved by ATS upon request by the County. If the County requires images that have been archived on compact disc, ATS shall arrange for the discs to be delivered to the County within a reasonable time.

1.3.13 If required by TPVA in its sole discretion, ATS shall provide the County with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axsis™ System until judicial notice is taken.

1.3.14 In those instances where damage to a Camera System or sensors is caused by negligence on the part of the County or its authorized agent(s), ATS will provide County an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, ATS shall replace or repair any damaged equipment and invoice for the

pre-approved repair cost. ATS shall bear the cost to replace or repair equipment damaged in all other circumstances.

1.3.15 ATS shall provide a help line to help the County resolve any problems encountered regarding its Red Light Camera System and/or citation processing. The help line shall function, at a minimum, during TPVA business hours.

1.3.16 ATS shall provide a help line available to the County DPW to resolve any issues relating to public safety or equipment malfunctions on a twenty-four hour per day, seven day a week basis.

1.3.17 ATS shall provide an inbound call center to respond to motorist inquiries regarding notifications received from ATS, to operate during TPVA business hours. The call center shall also be equipped to handle payments made over the telephone.

1.3.18 As part of its turnkey system, ATS shall provide violators with the ability to view violations online. This online viewing system shall include a link to the ATS payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Online obtained affidavits, if approved by TPVA, shall be directed to and processed by ATS and forwarded to TPVA via the Axsis VPS transfer described above.

1.3.19 ATS shall provide payment processing services including mail, telephone, and web payments.

2. COUNTY SCOPE OF WORK

2.2 GENERAL IMPLEMENTATION REQUIREMENTS

2.2.1 Within 7 business days of contract execution, the County shall provide ATS with the name and contact information for a Project Manager with authority to coordinate County responsibilities under the Agreement.

2.2.2 Within 7 business days of contract execution, the County shall provide ATS with the name and contact information for a TPVA manager responsible for oversight of all Court-related program requirements

2.2.3 The County shall adhere to the Project Time Line to be agreed upon between the parties.

2.2.4 The County shall direct the appropriate TPVA official to execute the ATS DMV Subscriber Services Agreement (Exhibit F) to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that ATS is acting as an Agent of the County for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.

2.2.5 The County and ATS shall complete the Project Business Process Work Flow design within 30 calendar days of contract signature.

2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

2.3.1 County will design, fabricate, install and maintain red light camera warning signs in its sole discretion.

2.3.2 The County shall provide a traffic signal inspector who shall provide access to traffic signal phase connections according to DPW-approved design plans.

2.3.3 County shall allow ATS to access power from existing power sources at no cost, to the extent the County is not charged for this additional use, with any additional charges to be paid by ATS, and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within the County's jurisdiction. The costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by ATS.

2.3.4 The County shall not charge ATS or its subcontractor for building, constructions, street use and/or pole attachment permits.

2.4 TPVA OPERATIONS

2.4.1 TPVA shall process each potential violation in accordance with State Laws and/or County Ordinances within a reasonable time of its appearance in the TPVA review queue, using Axsis™ to determine which violations will be issued as Citations or Notices of Violation.

2.4.2 TPVA workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.

2.4.3 For optimal data throughput, TPVA workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.

2.4.4 TPVA shall provide signatures of all authorized users who will review events and approve citations on forms provided by ATS. ATS will scan the signatures and upload them into the Axsis VPS System.

2.5 TPVA OPERATIONS

2.5.1 TPVA shall provide a Judicial Hearing Officer and court facilities to schedule and hear disputed citations.

2.5.2 TPVA shall provide the specific text required to be placed on the Citation notice to be issued by ATS within 30 calendar days of execution of this Agreement. ATS shall design the Citation form and submit to TPVA for approval within 15 days of receipt from TPVA.

2.5.3 TPVA shall approve the Citation form within 15 days of receipt from ATS.

2.5.4 TPVA shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication; provided, however, that ATS shall handle all such calls and correspondence relating to the technical aspects of the citation or payment

2.5.5 Within a reasonable time after TPVA receives notice from ATS of an expiration of a second notice, TPVA, in its sole discretion, may pursue delinquent collections of unpaid notices with an existing contractor or ATS. If TPVA elects to have ATS pursue

delinquent collections, the County shall pay ATS pursuant to the rates outlined in Schedule B.

2.5.6 Any potential, one time, direct costs to ATS to develop an interface between the TPVA system will be initially paid by ATS and any such costs will be reimbursed to ATS from collected revenues in addition to its normal fees, under the same terms and conditions that apply to this Agreement, with the costs to be mutually agreed upon by the County and ATS.

2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

2.6.1 In the event that remote access to the ATS Axsis VPS System is blocked by County network security infrastructure, the County's Department of Information Technology shall coordinate with ATS to facilitate appropriate communications while maintaining required security measures.

EXHIBIT B – FEE SCHEDULE

Monthly fee per approach - $4,750

A $500 per month discount will be applied per camera for each month during the first 12 months after installation, provided that the camera is installed during the first 12 months after the Effective Date.

Fee includes red light camera equipment for a 4-lane approach with up to 2 signal phases, installation, removal, maintenance, violation processing services, DMV records access, mailing of 1st notice in color with return envelope, mailing of 2nd notice, lockbox payment processing, web-payments access with convenience fee, call center support for general program questions and public awareness program support. A $4 convenience fee will be added to each payees transaction for e-payment access (there is no cost to the County). The convenience fee shall cover the cost of processing of credit card payments and shall not produce revenue for ATS. ATS shall also provide e-checking payment processing (ACH) at the option of the County.

OMB Inflation Projections:

First year of installation	$4,250/month
Second year	$4,750/month
Third year	$4,821/month (increase of 1.5%)
Fourth year	$4,918/month (increase of 2.0%)
Fifth year	$5,050/month (increase of 2.7%)

If this Agreement is renewed past the initial term, OMB shall revise its projections for the additional term(s).

Collections fees:

Delinquency collections services shall be provided for 30% of recovered revenue., at no cost to the County. It shall be the County's sole option to decide whether ATS shall pursue delinquent collections.

Pro-Ration of Fees:

The County shall not pay any monthly fee until Camera Systems are fully installed and operational. In addition, for each day the installation of a camera is delayed pursuant to the schedule set forth in Section 1.2.2 of the Scope of Work, the County will receive an equal amount of days of use at no cost. For example, if the first camera is installed on September 15, 2009, the County shall receive 15 days of service, beginning September 15, 2009, until September 30, 2009, without charge.

Liquidated Damages:

For any 24-hour period the Axsis System or Camera System is deemed not Operational, beyond what is allowed pursuant to Sections 1.2.12 and 1.2.14 of the Scope of Work, the County shall receive a discount of one thirtieth of the Monthly Fee for the subject Camera System. If, however, the total elapsed time exceeds 7 days beyond what is allowed pursuant to Sections 1.2.12 and 1.2.14 of the Scope of Work, the County shall receive a discount of Five Hundred Dollars ($500.00) per day, to be subtracted from the County's monthly per camera fee, not to exceed the total amount of the monthly fee for any particular camera.

EXHIBIT C – DETAILED SPECIFICATIONS

1. Any deviation in terms 1.2.12 through 1.2.14 of the Scope of Work is cause to deem the Camera System NON-OPERATIONAL for that time period and may result in the assessment of liquidated damages.

2. Placement of the Camera: Movement of a camera or cameras from one location to an alternate location shall occur only upon the direction of the County. Camera placement shall be such that the following information is readily available in each image:

(a) Full image of vehicle prior to its entering the crosswalk or crossing the stop bar.

(b) Full image of vehicle completely passed the crosswalk or stop bar.

(c) At least one Red Light indication from a traffic signal pole.

(d) Placement and calibration of the piezo or other detection solution as to accomplish items (a), (b), and (c) above.

(e) Each camera shall have the capability of capturing up to four moving lanes.

(f) Initial picture is to be taken after 0.3 seconds has elapsed into the red phase, or such time as directed by TPVA.

(g) Second picture must be automatically taken capturing vehicle in the middle of the intersection. The middle of the intersection shall be determined by mutual agreement between TPVA and the Contractor.

(h) Each frame shall also contain a data box with the following information clearly written across the top.

I. Time (HH:MM:SS) (Military Time)
II. Date (MM.DD.YY) (American Format)
III. Seconds into red (00.00)
IV. Location ID (00)
V. Camera ID

3. Field/Street Operation. Except where noted otherwise, the Contractor shall furnish all equipment, material, and labor necessary to install and maintain all Red Light Camera locations within the County. The equipment, material, and labor required pursuant to this section shall include but shall not be limited to:

1. Pole and base, foundation, conduit, and wiring.

2. Sensing devices and associated equipment necessary for hookup to the appropriate red phase to be monitored. A Nassau County Traffic Signal Inspector must be present and sign off prior to hookup of the equipment listed herein.

3. A fully detailed 20 scale drawing showing all wiring and pole locations with appropriate distance and footage duly noted must be supplied, for each location, for approval before installation can begin.

3. The Contractor shall perform the work so as not to unnecessarily interfere with or delay vehicular and pedestrian traffic and so that not less than one lane of traffic shall be kept moving in each direction of movement permitted by traffic regulations. In order to avoid traffic congestion or accident hazards, the Project Manager may direct that the work shall be performed so as not to interfere with traffic in any way during all or part of the weekday periods from 7 AM to 9 AM and from 4 PM to 7 PM and during any other periods of unusual peak traffic movement.

4. Maintenance. Qualified and trained maintenance technicians supplied by the Contractor shall perform all maintenance. Each scheduled service call shall be accompanied by a complete preventive maintenance check including, but not limited to, calibration, positioning, cleaning, and any other necessary check to ensure the proper operation of the cameras, flash, and traffic detection units. A certified ATS technician shall perform all field work. Any electrical wiring or installation shall be performed or overseen by a licensed electrical engineer. The Contractor is responsible for all labor, material, and parts necessary to maintain all cameras and office equipment in optimum operating condition within the time frames specified in this Agreement. ATS shall remotely monitor all cameras on a continuous and daily basis and visit each camera at least once per month for preventive maintenance purposes.

Exhibit D
Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (i) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Exhibit E
Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

James D. Tuton (Name)

[redacted] (Address)

(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/4/09
Dated

Signature of Chief Executive Officer

James D. Tuton
Name of Chief Executive Officer

Sworn to before me this

4th day of May, 2009

Notary Public

OFFICIAL SEAL
LINDA M. WELSCH
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires June 1, 2009

Exhibit F
DMV Subscriber Agreement

American Traffic Solutions

DMV Services Subscriber Agreement

ATS requires that your agency certify the intended use of the information made available to your agency through our services and that such uses are in compliance with the Federal Driver's Privacy Protection Act Title XXXI and other applicable laws governing dissemination of public records. Based on your agency's intended use of such information, ATS will either grant permission to use the service or deny the application. Please specify any of the following permissible uses under §2721 that apply:

☐ (1). For use by any government agency, including any court of law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.

☐ (4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.

☐ (7) For use in providing notice to the owners of towed or impounded vehicles.

☐ (10) For use in connection with the operation of private toll transportation facilities.

In consideration of ATS making its Services available, Subscriber agrees to (i) utilize ATS provided data only for the purpose(s) specified above; and (ii) request such information only for the Subscriber's exclusive use in the ordinary course of Subscriber's business and not for resale.

I certify that I am authorized to execute the Subscriber Use Certification on behalf of the Subscriber listed below. On behalf of such Subscriber, I certify that the above statements are true and correct. Subscriber acknowledges and agrees that ATS may from time to time audit Subscriber's use of ATS's Services to ensure that such use is consistent with the intended uses set forth above and with all applicable laws.

This agreement shall be for year(s) commencing on the date below and shall automatically renew annually. This agreement may be terminated within 30 days notice of the anniversary date, annually.

SUBSCRIBER INFORMATION							
Subscriber Agency/Name							
NLETS Agency ORI							
Name of Authorized Representative							
Title of Authorized Representative							
Mailing Address:							
City				State:		ZIP Code:	
Telephone:	( ) -		Fax	( ) -		Email	

Signature of Authorized Representative:	
Date Signed	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH RISK & INSURANCE SERVICES
[redacted]
CN138000917--GAUWC-25-26

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURED
Verra Mobility Corporation
[redacted]

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Chubb National Insurance Co.	10052
INSURER C : Indian Harbor Insurance Company	36940
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** SEA-004025030-08 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			[redacted]	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			[redacted]	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ 25,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			[redacted]	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	07/01/2025	07/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Cyber/Professional Liability			[redacted] SIR: $1,000,000	05/17/2025	07/01/2026	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County Traffic & Parking Violations Agency are included as Additional Insured in accordance with the policy provisions of the General Liability policy where required by written contract.General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER

Nassau County Traffic &
Parking Violations Agency
801 Axinn Avenue
Garden City, NY 11530

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

Marsh Risk & Insurance Services

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AGENCY CUSTOMER ID: [redacted]
LOC #: San Francisco

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH RISK & INSURANCE SERVICES	Verra Mobility Corporation [redacted]
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insureds:

Verra Mobility Corporation
Greenlight Holding Corporation
Verra Mobility Holdings, LLC
Greenlight Acquisition Corporation
Greenlight Intermediate Holding Corporation
VM Consolidated, Inc.
(f/k/a Verra Mobility Corp f/k/a ATS Consolidated, Inc.)
Verra Mobility Corporation f/k/a ATS Consolidated, Inc.
American Traffic Solutions, Inc.
Mulvihill ICS, Inc.
Verra Mobility Electrical Enterprises, Inc
Lasercraft, Inc.
American Traffic Solutions Consolidated, LLC
ATS Processing Services, LLC
Platepass, LLC
Sunshine State Tag Agency, LLC
(formerly Sunshine Acquisition I, LLC)
Auto Tag of America, LLC
Auto Titles of America, LLC
American Traffic Solutions, LLC
Highway Toll Administration, LLC (HTA)
Canadian Highway Toll Administration Ltd
Toll Buddy, LLC
Violation Management Solutions, LLC
Euro Parking Collection plc (UK)*
Contractum Limited (UK)*
EPC Hungary Kft (Hungary)*
EPC Finance Limited (UK)*
Verra Mobility B.V. (Netherlands)*
Verra Mobility France SAS (France)*
Pagatelia, S.L.U.*
Verra Mobility Ireland Limited*
Redflex Holdings Pty Ltd
Transtoll Pty Ltd*
Redflex Pty Ltd*
RTS R&D Pty Ltd*
Redflex Traffic Pty Ltd*
Redflex Traffic Systems Pty Ltd*
Redflex Traffic Systems Inc.
Redflex Traffic Systems Limited*
Redflex Traffic Systems (Canada) Limited*
Redflex Traffic Systems Malaysia Sdn. Bhd.*
Redflex Irish Investments Pty Ltd*
T/A Go Safe Ireland*
Redflex Enforcement Services Pty Ltd*
Redflex Traffic Systems India Private Limited*
Traffic Operating Services (Saudi Arabia) LLC*

RECEIVED
JUL 14 2025
VDC - TPVA

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0101-01-00-0000630-0002-0002066

AGENCY CUSTOMER ID: CN138000917
LOC #: San Francisco

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH RISK & INSURANCE SERVICES	Vera Mobility Corporation [redacted]
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

T2 Systems Parent Corporation
T2 Holding Corp.
T2 Systems, Inc.
T2 Systems Canada, Inc.
Citation Collection Services, LLC
United Public Safety, Inc.

Coverage applies to subsidiaries to the extent of the policy terms and conditions

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Marsh

Dear Certificate Holder:

To streamline certificate delivery for our clients and in an effort to support our firm's commitment to sustainability, going forward, we will only be providing renewal certificates of insurance electronically.

If you need to continue receiving a copy of the attached certificate, please send an email to USOperations.email@marsh.com and include the following:

– Certificate # (Shown below Insured Name – e.g., ABC-123456789-01)
– E-Mail for future delivery

For your convenience, If we do not receive your response, we will conclude that you no longer require proof of insurance from the named insured and will remove you from our records.

Thank you,

US Operations, Marsh USA, LLC

RECEIVED
JUL 14 2025
TPW

MARSH

[redacted]

Forwarding Service Requested

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
CAROL STREAM, IL
PERMIT NO. 560

0000630 SP 0101 -C01-P00630-I
Nassau County Traffic &
Parking Violations Agency
801 Axinn Avenue
Garden City, NY 11530

05MML125852

045 FTCXAP1 11530

RECEIVED
JUL 14 2025
NCJTC - TPVA

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2700

INTER-DEPARTMENTAL MEMO

TO: **Nassau County Comptroller's Office**

FROM: **Hon. Paul L. Meli**

DATE: **November 28, 2022**

SUBJECT: **Contract Continuity of ATS Contract**

The current contract with contractor American Traffic Solutions, Inc.. ("ATS ") for the County's use of the system of traffic control signal photo violation-monitoring devices ("Red Light Camera Program") is set to expired on 12/1/2022 pursuant to the Second Amendment dated 5/9/2014 (the "Expiring Contract"). A Third Amendment is in the process of being executed and routed through the County's Electronic Contract Routing System ("ECRS"). The New Contract term will be 12/1/2022 through 12/1/2027. The New Amendment will not be fully approved by the County prior to the expiration of the Expiring Amendment.

I have been advised by the County Attorney's office that in Section 17(c) of the Expiring Contract there is a contractor assistance upon termination provision that survives the termination of the Expiring Contract. This provision, upon County's request, requires the contractor to assist the County in connection with the termination of the Expiring Contract. Consistent with prior interpretations of this provision in other County contracts, if requested by the County, this provision can bridge the gap between the scheduled termination date of the Expiring Contract and commencement of services under the New Contract so that contractor may continue performing services under the Expiring Contract to provide continuity of services until the New Contract is approved. Contractor will stay within the approved dollar cap under the Expiring Contract and contractor will honor payment/pricing terms (and otherwise perform authorized services) as described in the Expiring Contract and any executed Amednments during this transition period.

If you have any questions, please call me at: 516-572-7160

The County Attorney's Office approves this action.

DCA signature: Richard J. Soleymanzadeh

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR

NASSAU COUNTY DISTRICT COURT
TRAFFIC & PARKING VIOLATIONS AGENCY
801 AXINN AVENUE
GARDEN CITY, NEW YORK 11530
(516) 572-2700

MEMO

TO: **Jon Baldwin**
Executive Vice President, American Traffic Solutions, Inc.

FROM: **Hon. Paul L. Meli**
Executive Director, Nassau County Traffic and Parking Violations Agency

DATE: **November 30, 2022**

SUBJECT: **Interim Contract Continuity Memo**

Please see attached Contract Continuity Memo. The memo will be used to bridge services provided by American Traffic Solutions, Inc ("ATS"), between the current second contract amendment and the proposed third contract amendment. As you are aware, the contract term extension cited in the second contract amendment states a contract expiration date of December 1, 2022. The continuity memo will allow for the continuity of services provided by ATS at the current terms in the existing contract until the third contract amendment is approved and executed.

Please sign below to acknowledge this interim solution.

_____

Jon Baldwin
Executive Vice President

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR

NASSAU COUNTY
TRAFFIC & PARKING VIOLATIONS AGENCY
801 AXINN AVENUE
GARDEN CITY, NEW YORK 11530
(516) 572-2700

DELAY MEMO

TO: **Robert Cleary**
Chief Procurement Officer

FROM: **Paul L. Meli**
Executive Director, NCTPVA

DATE: **October 31, 2025**

SUBJECT: **Amendment #3 American Traffic Solutions, Inc.**
Delay Memo

Term: 12/2/2022 – 12/1/2027

Work began on Amendment #3 on November 28, 2022, for contract CQTV09000024. The contract is with American Traffic Solutions, Inc. (ATS), who provides equipment and services for Nassau County's Red Light Camera Safety Program. From 12/2/2022 to current, the contract has been operating under a continuity agreement (see attached). [redacted] ATS has undergone some critical administrative changes due to the company's growth. ATS, also known as Verra Mobility, has expanded its footprint in the market by acquiring roadway safety type organizations. Those acquisitions impacted ATS' management structure.

A RFP for similar services for the County's Red Light Safety Program will be issued prior to the third amendment expiring.

Thank you.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR



NASSAU COUNTY
TRAFFIC & PARKING VIOLATIONS AGENCY
801 AXINN AVENUE
GARDEN CITY, NEW YORK 11530
(516) 572-2700

Inter-Departmental Memo

Per Robert Cleary and the Comptroller's Office "No Comptroller Form" needed.

Certified: --

E-32-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE MARCH 2, 2026 3:00PM

NIFS ID: CLAT26000004

Capital:

Contract ID #: **CQAT24000036**

NIFS Entry Date: **01/30/2026**

Department: County Attorney

Service: **special counsel (Aracena)**

Term: **04/01/2024 to completion of services**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **LAH Law Firm**	ID#:**883047667**
Main Address: **3601 Hempstead Turnpike Ste 120 Levittown, NY 11756**	
Main Contact: **Lauren Henderson**	
Main Phone: **(516) 366-4811**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is an amendment (1) with LAH Law Firm, PLLC ("Counsel"), the special counsel firm selected to represent the County in the matter known as Jose Benedicto Aracena Aracena v. Nassau County, et. al., Nassau Supreme Court, Index No. 61524/2021.

Procurement History: In April 2018, 2019, and 2022, the County Attorney's Office conducted a formal Request for Qualifications ("RFQ") to identify eligible, experienced legal counsel for a broad array of legal areas, and a panel of firms ("Panel" or "Special Counsel Panel") qualified to provide legal services for the County has been established. Counsel has been added to this Panel.

In a streamlined mini-bid solicitation issued February 26, 2024, a total of thirty-six (36) law firms qualified in the areas of Personal Injury and Municipal Defense were solicited from the Special Counsel Panel. Five (5) firms responded. After reviewing several

factors, the committee found that Counsel possessed a satisfactory reputation in state and federal courts handling personal injury and municipal defense cases for municipalities. Based on the committee's analysis, Counsel's proposal was deemed fit for working on the above referenced matter.

Description of General Provisions: Services under this Agreement shall include, but not be limited to, motion practice; pre-trial discovery; trial; appeals; and such other Services as may be required to fully represent the County. Special Counsel and an expert are needed to rebut claims made by Plaintiff's expert.

Impact on Funding / Price Analysis: The maximum amount shall be increased by $70,000, with a partial encumbrance of $30,000. The amended maximum amount shall be $98,500.

Change in Contract from Prior Procurement: There is an increase to the maximum amount.

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: AT0330-2211

Advertised On: 03/30/2022

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 05/16/2022

Number of proposals received: 13

Evaluation Committee members: Laurel Kretzing, Lisa LoCurto, John Hiller, Brian Libert, Seth Blau, Jose Lopez

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

Selection of Counsel resulted from a streamlined mini-bid solicitation issued on February 26, 2024, using the established Panel of law firms. The vendor was qualified from the above referenced RFQ.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller’s Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☑ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	02	$30,000.00
						TOTAL		**$30,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$30,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$30,000.00**

Routing Slip

Department			
NIFS Entry	Mary Nori	02/03/2026 11:03AM	Approved
NIFS Final Approval	Mary Nori	02/03/2026 11:03AM	Approved
Final Approval	Mary Nori	02/03/2026 11:03AM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	02/03/2026 03:15PM	Approved
RE & Insurance Verification	Grady Farnan	02/03/2026 11:32AM	Approved
NIFS Approval	Mary Nori	02/05/2026 09:57AM	Approved
Final Approval	Mary Nori	02/05/2026 09:57AM	Approved
OMB			
NIFS Approval	Raquel Rosen	02/03/2026 01:34PM	Approved
NIFA Approval	Irfan Qureshi	02/03/2026 02:28PM	Approved
Final Approval	Irfan Qureshi	02/03/2026 02:28PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	02/05/2026 10:30AM	Approved
DCE Compliance Approval	Robert Cleary	02/10/2026 05:11PM	Approved
Vertical DCE Approval	Arthur Walsh	03/02/2026 02:12PM	Approved
Final Approval	Arthur Walsh	03/02/2026 02:12PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/02/2026 02:28PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND LAH LAW FIRM, PLLC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with LAH Law Firm, PLLC, to provide professional legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an amendment to the agreement with LAH Law Firm, PLLC.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **LAH Law Firm, PLLC**, with an office located at 3601 Hempstead Turnpike, Suite 120, Levittown, NY 11756 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT24000036 between the County and Counsel, executed on behalf of the County on October 24, 2024 (the "Original Agreement"), Counsel represents the County in the case of *Aracena v. Nassau County, et. al.*, Index No. 615247/2021, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from April 1, 2024 to completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-Eight Thousand Five Hundred Dollars ($28,500.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seventy Thousand Dollars ($70,000.00) (the "Amendment Maximum Amount"), so that the maximum amount the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be Ninety-Eight Thousand Five Hundred Dollars ($98,500.00) (the "Amended Maximum Amount").

2. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be Thirty Thousand Dollars ($30,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

LAH LAW FIRM, PLLC

By: _____

Name: Lauren Henderson

Title: Pres

Date: 1/28/26

NASSAU COUNTY

By: _____

Name: Thomas A. Adams

Title: County Attorney

Date: Jan 30 2026

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 28 day of January in the year 2026 before me personally came Laura Henderson to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the president of LAH Law Firm, PLLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Julissa Perez
Notary Public, State of New York
Registration No. 01PE0038005
Qualified in Nassau County
Commission Expires 06/30/2029

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 30th day of January in the year 2026 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: LAH Law Firm

2. Amount requiring NIFA approval: $70,000.00

Amount to be encumbered: $30,000.00

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to 04/01/2024 to completion of services

Has work or services on this contract commenced? Yes

If yes, please explain: This is an amendment to a prior contract with LAH Law Firm, PLLC.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an amendment (1) with LAH Law Firm, PLLC ("Counsel"), the special counsel firm selected to represent the County in the matter known as Jose Benedicto Aracena Aracena v. Nassau County, et.al., Nassau Supreme Court, Index No. 61524/2021.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 02/03/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

$500 to Anne Donnelly for District Attorney on 12/29/23
$1,000 to Committee to Relect Bruce Blakeman 1/2025

Electronically signed and certified at the date and time indicated by:
Lauren Henderson [FIRM@LAHFIRMLAWYERS.COM]

Dated: 11/18/2025 01:50:49 pm

Vendor: LAH Law Firm PLLC

Title: president

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: lauren henderson
Date of birth: [redacted]
[redacted]
[redacted]
Country: US

Business Address: 3601 Hempstead Turnpike Ste 120

City:	Levittown	State/Province/ Territory:	NY	Zip/Postal Code:	11756
Country	US				
Telephone:	5166990100				

Other present address(es):

City:		State/Province/ Territory:		Zip/Postal Code:	
Country:					
Telephone:					

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	06/15/2022	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

100% equity owner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Lauren Henderson , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Lauren Henderson , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LAh law pllc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Lauren henderson FIRM@LAHFIRMLAWYERS.COM

principal

Title

12/04/2025 03:02:41 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 01/17/2023

1) Proposer's Legal Name: LAH Law Firm PLLC

2) Address of Place of Business: 3601 Hempstead Turnpike Ste 120

City: Levittown State/Province/ Territory: NY Zip/Postal Code: 11756

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: pending

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Monitor and screen all employees. Conflict check in all new matters

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

06/15/2023

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

lauren henderson [redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

lauren henderson [redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

8

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Skilled litigation firm

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

1

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

We are efficient and skilled

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Hempstead Town Attorney		
Contact Person	John Maccarone, Esq.		
Address	1 washington St		
City	hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 489-5000		
Fax #			
E-Mail Address	johnmac@hempsteadny.gov		

Company	Title Land Agency		
Contact Person	Frank Giorgio		
Address	3601 Hempstead Turnpike Suite 300		
City	levittown	State/Province/Territory	NY
Country	US		

Telephone	(516) 222-2444
Fax #	
E-Mail Address	info@titleland.com

Company	Nationwide Coil		
Contact Person	Ross Stephens		
Address	24 Foxwood Cir,		
City	mt kisco	State/Province/Territory	NY
Country	US		
Telephone	(888) 264-5776		
Fax #			
E-Mail Address	ross@nationwide.com		

I, Lauren Henderson , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Lauren Henderson , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: LAH LAWFIRM PLLC

Electronically signed and certified at the date and time indicated by:
Lauren Henderon FIRM@LAHFIRMLAWYERS.COM

President
Title

11/18/2025
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LAH Law Firm PLLC

Address: 3601 Hempstead Turnpike Ste 120

City: Levittown State/Province/Territory: NY Zip/Postal Code: 11756

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Ltd. Liability Co (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Untitled document.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Lauren Henderson

1 File(s) uploaded: Untitled document.docx

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
lauren henderson [FIRM@LAHFIRMLAWYERS.COM]

Dated: 11/18/2025 01:44:47 pm

Title: president

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Lauren henderson state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: LAH Lawfirm PLLC

Vendor's Address: 3601 Hempstead Turnpike Ste 120 Levittown NY US 11756

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 11/18/2025 01:50:49 pm

Lobbyist Registration and Disclosure Form:
There are no certified Lobbyist Registration and Disclosure Forms for this organization.

Business History Form certified: 11/18/2025 01:42:58 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 11/18/2025 01:44:47 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Lauren henderson [FIRM@LAHFIRMLAWYERS.COM]
Date Certified	12/04/2025 03:02:41 pm

I, Lauren henderson hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

lauren henderson FIRM@LAHFIRMLAWYERS.COM

Name

president

Title

LAH Lawfirm PLLC

Name of Submitting Entity

01/16/2026 12:15:33 pm

Date

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **LAH Law Firm, PLLC**, with an office located at 3601 Hempstead Turnpike, Suite 120, Levittown, New York 11756 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, Counsel desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on April 1, 2024, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County in the case known as *Jose Benedicto Aracena Aracena v. Nassau County, et. al.*, Nassau Supreme Court, Index No. 615247/2021, in which the Plaintiff claims personal injury stemming from a car accident. Counsel and an expert are needed to rebut claims made by Plaintiff's expert (the "Services"). Services under this Agreement shall include, but not be limited to, motion practice; pre-trial discovery; trial; appeals; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the above-described litigations.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Twenty-Eight Thousand Five Hundred Dollars ($28,500.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the

following fee schedule:

(i) Partner/Of Counsel:	$250.00
(ii) Associate:	$200.00
(iii) Paralegal:	$85.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited

liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended.

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County

Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents, or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so

as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any

subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole, or part (i) assigned, transferred, or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in

other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts, and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some, or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand

delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

	Value of Contract	Administrative Fee
(a)	$0-$10,000	$0
(b)	Over $10,000-$50,000	$160
(c)	Over $50,000-$100,000	$266
(d)	Over $100,000	$533

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

LAH LAW FIRM, PLLC

By: _____

Name: Laura Hades

Title: Pres

Date: 5/2/24

NASSAU COUNTY

By: _____

Name: Thomas A. Adams

Title: County Attorney

Date: July 2, 2024

NASSAU COUNTY

By: _____

Name: _____ ARTHUR T. WALSH

Title: County Executive Chief Deputy County Executive

☐ Deputy County Executive

Date: 10/24/24

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 2nd day of MAY in the year 2024 before me personally came LAUREN HENDERSON to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the PRESIDENT of LAH LAW FIRM, PLLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

HELENA MARIA GOMEZ
Notary Public, State of New York
Reg. No. # 01GO6410719
Qualified in Nassau County
My Commission Expires November 02, 2024

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 2nd day of July in the year 2024 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 21 day of October in the year 2024 before me personally came Arthur T Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints, and all other bid/RFP related items at no charge to

the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Lauren Henderson (Name)
3601 Hempstead Tpke Ste 120 Levittown NY 11756 (Address)
516-699-0100 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct, and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/2/24
Dated

Signature of Chief Executive Officer

Lauren Henderson
Name of Chief Executive Officer

Sworn to before me this
2nd day of MAY, 2024

Notary Public

HELENA MARIA GOMEZ
Notary Public, State of New York
Reg. No. # 01GO6410719
Qualified in Nassau County
My Commission Expires November 02, 2024

LAH Law Firm PLLC

3601 Hempstead Tpke Ste 120
Levittown, NY 11756

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): 844-472-0967	FAX (A/C, No): 203-654-3613
	E-MAIL ADDRESS: customerservice@biBERK.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkshire Hathaway Direct Insurance Company	10391
INSURED LAH Law Firm PLLC 3601 Hempstead Tpke Ste 120 Levittown, NY 11756-1331	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			N9BP103858	07/06/2025	07/06/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Nassau is listed as additional insured as it pertains to general liability.

CERTIFICATE HOLDER

County of Nassau
1 west street
Mineola, NY 11501

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

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LAH Law Firm PLLC

3601 Hempstead Tpke Ste 120
Levittown, NY 11756

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 07/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER

BIBERK
P.O. Box 113247
Stamford, CT 06911

CONTACT NAME:
PHONE (A/C, No, Ext): (844) 472-0967 FAX (A/C, No): (203) 654-3613
E-MAIL ADDRESS: salessupport@biberk.com
PRODUCER CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Direct Insurance Compai	541110
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

LAH Law Firm PLLC
3601 Hempstead Tpke Ste 120
Levittown, NY 11756-1331

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Location: 3601 Hempstead Tpke Ste 120Levittown, NY 11756-1331
Bldg #001: Lawyers (Office) - 6392101

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	X PROPERTY CAUSES OF LOSS — DEDUCTIBLES BASIC — BUILDING 250 BROAD — CONTENTS X SPECIAL EARTHQUAKE WIND FLOOD	N9BP103858	07/06/2025	07/06/2026	BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	$ 0 $ 0 $ 0 $ 0 $ $ n/a $ n/a $ n/a
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	CRIME TYPE OF POLICY					
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

County of Nassau
1 west street
Mineola, NY 11501

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

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
LAH LAW FIRM PLLC
3601 HEMPSTEAD TPKE
STE 120
LEVITTOWN, NY 11756

1b. Business Telephone Number of Insured
(516) 383-4337

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)
LAUREN HENDERSON
3601 HEMPSTEAD TPKE
120
LEVITTOWN, NY 11756

3a. Name of Insurance Carrier
New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"
DBL 7750 17 - 8

3c. Policy effective period
07/07/2024 to 07/07/2026

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits
- [ ] B. Disability benefits only
- [ ] C. Paid family leave benefits only

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/7/2025 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Aon Affinity Insurance Services, Inc.
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278

CONTACT NAME: Aon Affinity Insurance Services, Inc.
PHONE (A/C, NO. EXT): 267-459-3233 **FAX (A/C, NO):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Co. of Pittsburg, PA	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

LAH Law Firm PLLC
3601 Hempstead Turnpike
120
Levittown, NY 11756

COVERAGES **CERTIFICATE NUMBER:** 89801000 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PROJECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
X	Professional Liability Insurance			015213262-25	07/06/2025	07/06/2026	**Limits of Liability**	
							Each Claim	$1,000,000
							Aggregate	$2,000,000
							Deductible	$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Nassau County
1 West Street
Mineola, NY 11501

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



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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) LAH Law Firm, PLLC 3601 Hempstead Tpke Ste 120 Levittown, NY 11756 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 5166990100 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) LAH Law Firm, PLLC 3601 hempstead tpke levittown, NY 11756	3a. Name of Insurance Carrier Amtrust 3b. Policy Number of Entity Listed in Box "1a" QWC1494524 3c. Policy effective period 11/04/2025 to 11/04/2026 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Ann Ryan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Ann Ryan 11/04/2025
(Signature) (Date)

Title: Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 888-289-2939

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Certified: --

E-33-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE MARCH 2, 2026 2:45PM

NIFS ID: CQAT26000001

Capital:

Contract ID #: **CQAT26000001**

NIFS Entry Date: **01/13/2026**

Department: County Attorney

Service: **Special Counsel (Balbi)**

Term: **November 5, 2025 to completion of services**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **LAH Law Firm**	ID#:**883047667**
Main Address: **3601 Hempstead Turnpike Ste 120 Levittown, NY 11756**	
Main Contact: **Lauren Henderson**	
Main Phone: **(516) 366-4811**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is a new contract with LAH Law Firm, PLLC ("Counsel"), the special counsel firm selected to represent the County in the matter known as Tanya Balbi and Sabino D'Amore v. County of Nassau, Nassau County Police Department, Christopher Black, Se Yoon Kim and Bum Yong Kim, Index No. 610996/2023.

Procurement History: In April 2018, 2019, and 2022, a Request for Qualifications ("RFQ") was issued, and a Panel of firms qualified to provide legal services for Nassau County had been established. Counsel was added to this Panel. Counsel has the requisite expertise, and was ready, willing, and able to commence representation on behalf of the County immediately, so Counsel was selected to handle the above-referenced matter.

Description of General Provisions: Services under this Agreement shall include, but not be limited to, motion practice; depositions and investigations; discovery; trial; appeals; settlement negotiations; and such other Services as may be required to fully represent the County.

Impact on Funding / Price Analysis: The maximum amount of this contract is $42,000. The partial encumbrance will be $5,000.

Change in Contract from Prior Procurement: N/A - This is a new contract.

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: AT0330-2211

Advertised On: 03/30/2022

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 05/16/2022

Number of proposals received: 13

Evaluation Committee members: Laurel Kretzing, Lisa LoCurto, John Hiller, Brian Libert, Seth Blau, Jose Lopez

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

The direct award memo details how Counsel was selected for this matter using the established special counsel Panel of firms. The memo was approved by the CPO. Counsel was deemed qualified from the above references RFQ.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☑ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	01	$5,000.00
						TOTAL		**$5,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$5,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$5,000.00**

Routing Slip

Department			
NIFS Entry	Mary Nori	01/14/2026 03:53PM	Approved
NIFS Final Approval	Mary Nori	01/14/2026 03:53PM	Approved
Final Approval	Mary Nori	01/14/2026 03:53PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	01/21/2026 09:58AM	Approved
RE & Insurance Verification	Grady Farnan	01/14/2026 04:11PM	Approved
NIFS Approval	Mary Nori	01/21/2026 10:46AM	Approved
Final Approval	Mary Nori	01/21/2026 10:46AM	Approved
OMB			
NIFS Approval	Raquel Rosen	01/14/2026 04:43PM	Approved
NIFA Approval	Irfan Qureshi	01/20/2026 11:48AM	Approved
Final Approval	Irfan Qureshi	01/20/2026 11:48AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	01/21/2026 11:04AM	Approved
DCE Compliance Approval	Robert Cleary	02/02/2026 01:02PM	Approved
Vertical DCE Approval	Arthur Walsh	03/02/2026 02:12PM	Approved
Final Approval	Arthur Walsh	03/02/2026 02:12PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/02/2026 02:38PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND LAH LAW FIRM, PLLC.

WHEREAS, the County has negotiated a personal services agreement with LAH Law Firm, PLLC., to provide professional legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with LAH Law Firm, PLLC.

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney,** having its principal office at One West Street, Mineola, NY 11501 (the "Department"), and (ii) **LAH Law Firm, PLLC,** with an office located at 3601 Hempstead Turnpike, Suite 120, Levittown, NY 11756 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, Counsel desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on November 5, 2025, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County, and all named County defendants, in the matter known as *Tanya Balbi and Sabino D'Amore v. County of Nassau, Nassau County Police Department, Christopher Black, Se Yoon Kim and Bum Yong Kim,* Index No. 610996/2023 (the "Services"). Services under this Agreement shall include, but not be limited to, motion practice; depositions and investigations; discovery; trial; appeals; settlement negotiations; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court order terminating the above-described litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Forty-Two Thousand Dollars ($42,000.00) ("Maximum Amount"). Compensation for Counsel's Services shall be paid at an hourly rate according to the following fee schedule:

(i)	Partner/Of Counsel	$250.00
(ii)	Associate	$200.00
(iii)	Paralegal	$85.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such

appearances.

(3) Partial Encumbrance. (a) Counsel acknowledges that County will partially encumber funds to be applied towards the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be Five Thousand Dollars ($5,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent, or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations, and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including

any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended.

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the

provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may

appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the County of the same and deliver to the County renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The

failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the County Executive and the Presiding Officer of the Nassau County Legislature ("Presiding Officer"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the County Executive and Presiding Officer shall be given to the Chief Deputy County Executive ("CDCE") on the same day that notice is given to the County Executive and Presiding Officer.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the County, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of

their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the CDCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the CDCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the CDCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Presiding Officer at the address specified above for the Department, (ii) if to the CDCE, to the attention of the CDCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement

for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by The Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited

exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the County:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the County at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the County with immediate written notice.

Upon receipt of such notice, the County will review and advise Counsel of the County's intended course of action, which, in appropriate cases as determined by the County, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

LAH LAW FIRM, PLLC

By: _____

Name: Lauren Henderson

Title: Pres

Date: 1/7/26

NASSAU COUNTY

By: _____

Name: Thomas A. Adams

Title: County Attorney

Date: January 13, 2026

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 7th day of JANUARY in the year 2026 before me personally came LAUREN HENDERSON to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the PRESIDENT of LAH LAW FIRM, PLLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

HELENA MARIA GOMEZ
Notary Public, State of New York
Reg. No. # 01GO6410719
Qualified in Nassau County
Commission Expires 11/02/2028

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 13th day of January in the year 2026 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed a failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful,

the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand

dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

   Lauren Henderson (Name)

   3601 Hempstead Tpke Levittown, NY 11756 (Address)

   516-699-0100 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the County and the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ___has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ___has not been commenced against or relating to the Contractor in connection with federal, ~~state,~~ or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or

investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

1/2/26
Dated

Signature of Chief Executive Officer

Laura Henderson
Name of Chief Executive Officer

Sworn to before me this

7th day of January, 2026

Helena M Gomez
Notary Public

HELENA MARIA GOMEZ
Notary Public, State of New York
Reg. No. # 01GO6410719
Qualified in Nassau County
Commission Expires 11/02/2028

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: LAH Law Firm

2. Amount requiring NIFA approval: $42,000.00

Amount to be encumbered: $5,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to November 5, 2025 to completion of services

Has work or services on this contract commenced? Yes

If yes, please explain: The matter being handled by Counsel involves litigation.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a new contract with LAH Law Firm, PLLC ("Counsel"), the special counsel firm selected to represent the County in the matter known as Tanya Balbi and Sabino D'Amore v. County of Nassau, Nassau County Police Department, Christopher Black, Se Yoon Kim and Bum Yong Kim, Index No. 610996/2023.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 01/20/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

$500 to Anne Donnelly for District Attorney on 12/29/23
$1,000 to Committee to Relect Bruce Blakeman 1/2025

Electronically signed and certified at the date and time indicated by:
Lauren Henderson [FIRM@LAHFIRMLAWYERS.COM]

Dated: 11/18/2025 01:50:49 pm

Vendor: LAH Law Firm PLLC

Title: president

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: lauren henderson
Date of birth: [redacted]
[redacted]
[redacted]
Country: US

Business Address: 3601 Hempstead Turnpike Ste 120

City:	Levittown	State/Province/ Territory:	NY	Zip/Postal Code:	11756
Country	US				
Telephone:	5166990100				

Other present address(es):

City:		State/Province/ Territory:		Zip/Postal Code:	
Country:					
Telephone:					

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	06/15/2022	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

100% equity owner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Lauren Henderson , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Lauren Henderson , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

LAh law pllc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Lauren henderson FIRM@LAHFIRMLAWYERS.COM

principal

Title

12/04/2025 03:02:41 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 01/17/2023

1) Proposer's Legal Name: LAH Law Firm PLLC

2) Address of Place of Business: 3601 Hempstead Turnpike Ste 120

City: Levittown State/Province/ Territory: NY Zip/Postal Code: 11756

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: pending

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Monitor and screen all employees. Conflict check in all new matters

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

06/15/2023

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

lauren henderson [redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

lauren henderson [redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

8

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Skilled litigation firm

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

1

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

We are efficient and skilled

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Hempstead Town Attorney		
Contact Person	John Maccarone, Esq.		
Address	1 washington St		
City	hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 489-5000		
Fax #			
E-Mail Address	johnmac@hempsteadny.gov		

Company	Title Land Agency		
Contact Person	Frank Giorgio		
Address	3601 Hempstead Turnpike Suite 300		
City	levittown	State/Province/Territory	NY
Country	US		

Telephone	(516) 222-2444
Fax #	
E-Mail Address	info@titleland.com

Company	Nationwide Coil		
Contact Person	Ross Stephens		
Address	24 Foxwood Cir,		
City	mt kisco	State/Province/Territory	NY
Country	US		
Telephone	(888) 264-5776		
Fax #			
E-Mail Address	ross@nationwide.com		

I, Lauren Henderson , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Lauren Henderson , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: LAH LAWFIRM PLLC

Electronically signed and certified at the date and time indicated by:
Lauren Henderon FIRM@LAHFIRMLAWYERS.COM

President
Title

11/18/2025
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LAH Law Firm PLLC

Address: 3601 Hempstead Turnpike Ste 120

City: Levittown State/Province/Territory: NY Zip/Postal Code: 11756

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Ltd. Liability Co (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Untitled document.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Lauren Henderson

1 File(s) uploaded: Untitled document.docx

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
lauren henderson [FIRM@LAHFIRMLAWYERS.COM]

Dated: 11/18/2025 01:44:47 pm

Title: president

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Lauren Henderson, principal, home address: [redacted]

Lauren Henderson, principal, home address: [redacted]

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, LAUREN HENDERSON state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: LAH Lawfirm PLLC

Vendor's Address: 3601 Hempstead Turnpike Ste 120 Levittown NY US 11756

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 11/18/2025 01:50:49 pm

Lobbyist Registration and Disclosure Form:
There are no certified Lobbyist Registration and Disclosure Forms for this organization.

Business History Form certified: 11/18/2025 01:42:58 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 11/18/2025 01:44:47 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Lauren henderson [FIRM@LAHFIRMLAWYERS.COM]
Date Certified	12/04/2025 03:02:41 pm

I, LAUREN HENDERSON hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

lauren henderson FIRM@LAHFIRMLAWYERS.COM

Name

president

Title

LAH Lawfirm PLLC

Name of Submitting Entity

01/08/2026 11:04:03 am

Date

LAH Law Firm PLLC

3601 Hempstead Tpke Ste 120
Levittown, NY 11756

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): 844-472-0967	FAX (A/C, No): 203-654-3613
	E-MAIL ADDRESS: customerservice@biBERK.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkshire Hathaway Direct Insurance Company	10391
INSURED LAH Law Firm PLLC 3601 Hempstead Tpke Ste 120 Levittown, NY 11756-1331	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			N9BP103858	07/06/2025	07/06/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Nassau is listed as additional insured as it pertains to general liability.

CERTIFICATE HOLDER

County of Nassau
1 west street
Mineola, NY 11501

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

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LAH Law Firm PLLC

3601 Hempstead Tpke Ste 120
Levittown, NY 11756

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 07/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER

BIBERK
P.O. Box 113247
Stamford, CT 06911

CONTACT NAME:
PHONE (A/C, No, Ext): (844) 472-0967 FAX (A/C, No): (203) 654-3613
E-MAIL ADDRESS: salessupport@biberk.com
PRODUCER CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Direct Insurance Compai	541110
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

LAH Law Firm PLLC
3601 Hempstead Tpke Ste 120
Levittown, NY 11756-1331

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Location: 3601 Hempstead Tpke Ste 120Levittown, NY 11756-1331
Bldg #001: Lawyers (Office) - 6392101

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	X PROPERTY CAUSES OF LOSS — DEDUCTIBLES BASIC — BUILDING 250 BROAD — CONTENTS X SPECIAL EARTHQUAKE WIND FLOOD	N9BP103858	07/06/2025	07/06/2026	BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	$ 0 $ 0 $ 0 $ 0 $ $ n/a $ n/a $ n/a
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	CRIME TYPE OF POLICY					
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

County of Nassau
1 west street
Mineola, NY 11501

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

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
LAH LAW FIRM PLLC
3601 HEMPSTEAD TPKE
STE 120
LEVITTOWN, NY 11756

1b. Business Telephone Number of Insured
(516) 383-4337

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)
LAUREN HENDERSON
3601 HEMPSTEAD TPKE
120
LEVITTOWN, NY 11756

3a. Name of Insurance Carrier
New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"
DBL 7750 17 - 8

3c. Policy effective period
07/07/2024 to 07/07/2026

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits
- [ ] B. Disability benefits only
- [ ] C. Paid family leave benefits only

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/7/2025 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Aon Affinity Insurance Services, Inc.
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278

CONTACT NAME: Aon Affinity Insurance Services, Inc.
PHONE (A/C, NO. EXT): 267-459-3233 **FAX (A/C, NO):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Co. of Pittsburg, PA	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

LAH Law Firm PLLC
3601 Hempstead Turnpike
120
Levittown, NY 11756

COVERAGES **CERTIFICATE NUMBER:** 89801000 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PROJECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
X	Professional Liability Insurance			015213262-25	07/06/2025	07/06/2026	**Limits of Liability**	
							Each Claim	$1,000,000
							Aggregate	$2,000,000
							Deductible	$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Nassau County
1 West Street
Mineola, NY 11501

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



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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) LAH Law Firm, PLLC 3601 Hempstead Tpke Ste 120 Levittown, NY 11756 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 5166990100 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) LAH Law Firm, PLLC 3601 hempstead tpke levittown, NY 11756	3a. Name of Insurance Carrier Amtrust 3b. Policy Number of Entity Listed in Box "1a" QWC1494524 3c. Policy effective period 11/04/2025 to 11/04/2026 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Ann Ryan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Ann Ryan 11/04/2025
(Signature) (Date)

Title: Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 888-289-2939

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

BRUCE A. BLAKEMAN
County Executive

THOMAS A. ADAMS
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

TO: **Robert Cleary**
Director of Procurement Compliance

FROM: **Mary J. Nori**
Assistant County Attorney

DATE: **January 14, 2026**

SUBJECT: **Delay Memo – LAH Law Firm, PLLC**

The purpose of this memo is to explain the delay with processing a new contract between the County and **LAH Law Firm, PLLC** ("Counsel"), the special counsel firm selected to represent the County in the *Balbi v. County of Nassau et al.*, Index No. 610996/2023 matter.

Counsel's services in this matter commenced on November 5, 2025. Counsel executed the agreement on January 7, 2026, and completed their last disclosure form on January 8, 2026. After confirming all was complete, we immediately began preparing and uploading the contract package for the required County approvals.

I trust this memorandum satisfies your inquiry, however, please do not hesitate to contact this office should you have any additional questions.

Mary J. Nori

MARY J. NORI
Assistant County Attorney

Certified: --

E-34-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE MARCH 2, 2026 3:13PM

NIFS ID: CQAT26000002

Capital:

Contract ID #: **CQAT26000002**

NIFS Entry Date: **01/27/2026**

Department: County Attorney

Service: **Special Counsel (Eminent Domain)**

Term: **11/21/2025 to completion of services**

Contract Delayed: **X**

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Bond, Schoeneck & King, PLLC**	ID#:**270015651**
Main Address: **PO Box 11607** **Syracuse, NY 13218**	
Main Contact: **Chandra Gray**	
Main Phone:	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street** **Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is a new contract with Bond, Schoeneck & King PLLC ("Counsel"), the special counsel firm selected to represent the County in the preparation of affirmative litigation and in providing assistance in connection with an eminent domain/condemnation matter involving the Nassau County Salt Dome located at 596 Franklin Avenue in Franklin Square.

Procurement History: A Request for Qualifications ("RFQ") was issued April 2018, 2019, and 2022, and a special counsel panel ("Panel") of firms qualified to provide legal services for the County in several areas of law has been established. Counsel has been added to this Panel.

The County determined that it was necessary to engage outside legal counsel with specialized expertise in an eminent domain and condemnation proceeding. Counsel is among a limited number of firms possessing specialized expertise in this area of law and was prepared to commence representation immediately. Counsel also has the capacity and the necessary resources required to coordinate and aggressively represent the County in the above-referenced matter. For all stated reasons, and their ability to step in

immediately, Counsel was selected to handle this matter.

Description of General Provisions: Services under this Agreement shall include but not be limited to participation in client conferences regarding condemnation issues; research of relevant law; providing supplemental information concerning condemnation proceedings and eminent domain proceedings; attend meetings with county attorney representatives; as well as such other Services as may have been required to fully represent the County in this matter

Impact on Funding / Price Analysis: The maximum amount of this contract is $110,000. The partial encumbrance shall be $36,000.

Change in Contract from Prior Procurement: N/A - this is a new contract.

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: AT0425-1927

Advertised On: 04/25/2019

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 06/03/2019

Number of proposals received: 16

Evaluation Committee members: Laurel Kretzing, Brian Libert, Conal Denion, Christopher Nicolino

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

A direct award memo details how Counsel was selected for this matter using the established special counsel Panel of firms. The memo was approved by the CPO and Counsel was deemed qualified from the above referenced RFQ.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	01	$36,000.00
						TOTAL		**$36,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$36,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$36,000.00**

Routing Slip

Department			
NIFS Entry	Mary Nori	01/29/2026 03:09PM	Approved
NIFS Final Approval	Mary Nori	01/29/2026 03:09PM	Approved
Final Approval	Mary Nori	01/29/2026 03:09PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	02/02/2026 04:43PM	Approved
RE & Insurance Verification	Grady Farnan	01/29/2026 03:20PM	Approved
NIFS Approval	Mary Nori	02/05/2026 10:58AM	Approved
Final Approval	Mary Nori	02/05/2026 10:58AM	Approved
OMB			
NIFS Approval	Raquel Rosen	01/29/2026 04:12PM	Approved
NIFA Approval	Irfan Qureshi	01/30/2026 10:25AM	Approved
Final Approval	Irfan Qureshi	01/30/2026 10:25AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	02/05/2026 11:04AM	Approved
DCE Compliance Approval	Robert Cleary	02/11/2026 02:50PM	Approved
Vertical DCE Approval	Arthur Walsh	03/02/2026 02:12PM	Approved
Final Approval	Arthur Walsh	03/02/2026 02:12PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/02/2026 02:44PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND BOND, SCHOENECK & KING PLLC.

WHEREAS, the County has negotiated a personal services agreement with Bond, Schoeneck & King PLLC, to provide professional legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with Bond, Schoeneck & King PLLC.

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Bond, Schoeneck & King PLLC**, with an office located at 68 South Service Road, Suite 400, Melville, NY 11747 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is qualified and ready to provide the necessary services; and

WHEREAS, Counsel desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on November 21, 2025, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. Pursuant to this Agreement, Counsel shall provide legal services consisting of representing the County in the preparation of affirmative litigation and providing assistance in connection with an eminent domain/condemnation matter involving the Nassau County Salt Dome, located at 596 Franklin Avenue in Franklin Square (the "Services"). Services under this Agreement shall include but not be limited to participation in client conferences regarding condemnation issues; research of relevant law; providing supplemental information concerning condemnation proceedings and eminent domain proceedings; attend meetings with county attorney representatives; as well as such other Services as may have been required to fully represent the County in this matter. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court order terminating the above-described litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of One Hundred Ten Thousand Dollars ($110,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:	$435.00
(ii) Associate:	$290.00
(iii) Paralegal:	$175.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such

appearances.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be Thirty-Six Thousand Dollars ($36,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract

and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an

immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of

insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be

available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision

required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by The Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

BOND, SCHOENECK & KING PLLC

By: _____

Name: Stephen A. Donato

Title: Member

Date: January 7, 2026

NASSAU COUNTY

By: _____

Name: Thomas A. Adams
Title: County Attorney

Date: Jan 27, 2026

NASSAU COUNTY

By: _____

Name: _____
Title: County Executive
□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ Onondaga)

On the 7th day of January in the year 20 26 before me personally came Stephen A. Donato to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Onondaga; that he ~~or she~~ is ~~the~~ a Member of Bond, Schoeneck & King, PLLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

BRADLEY D. SHAFFER
Notary Public, State of New York
Qual. in Onon. Co. No. 01SH6426225
Commission Expires Dec. 6, 20 29

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 27th day of January in the year 20 26 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **Nassau County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of

Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of

the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend

funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Brian J. Butler (Name)

Bond, Schoeneck & King, PLLC, One Lincoln Center, Syracuse, NY 13202 (Address)

(315) 218-8000 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X__ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or

benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

January 15, 2026
Dated

Signature of Chief Executive Officer

Brian J. Butler
Name of Chief Executive Officer

Sworn to before me this

15th day of January, 2026.

Notary Public

AMY J. HAVILAND
Notary Public, State of New York
Qual. in Onondaga Co., No. 01HA6109879
My Commission Expires May 24, 2028

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Bond, Schoeneck & King, PLLC

2. Amount requiring NIFA approval: $110,000.00

Amount to be encumbered: $36,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to 11/21/2025 to completion of services

Has work or services on this contract commenced? Yes

If yes, please explain: Services in contract required immediate representation of the County.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a new contract with Bond, Schoeneck & King PLLC ("Counsel"), the special counsel firm selected to represent the County in the preparation of affirmative litigation and in providing assistance in connection with an eminent domain/condemnation matter involving the Nassau County Salt Dome located at 596 Franklin Avenue in Franklin Square.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 01/30/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Laura Ryan [LRYAN@BSK.COM]

Dated: 09/22/2025 02:07:30 pm

Vendor: Bond, Schoeneck & King PLLC

Title: Proposal and Editorial Specialist

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Kimberly Wolf Price

Date of birth: [redacted]

[redacted]

[redacted]

Country: US

Business Address: One Lincoln Center, 110 West Fayette Street

City:	Syracuse	State/Province/ Territory:	NY	Zip/Postal Code:	13202

Country US

Telephone: (315) 218-8287

Other present address(es):

City:		State/Province/ Territory:		Zip/Postal Code:	

Country:

Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board	01/01/2025	Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type: Chief Operating Officer

Description:

Start Date: 02/14/2022

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Kimberly Wolf Price , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kimberly Wolf Price , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Bond, Schoeneck & King PLLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Kimberly Wolf Price KWOLFPRICE@BSK.COM

Chief Operating Officer

Title

01/16/2026 08:48:50 am

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/10/2025

1) Proposer's Legal Name: Bond, Schoeneck & King PLLC

2) Address of Place of Business: One Lincoln Center

City: Syracuse State/Province/ Territory: NY Zip/Postal Code: 13202

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 07-729-1516

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) Professional Limited Liability Company

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Should it appear at any time that a conflict of interest has arisen or may arise, we will, as a matter of professional responsibility, notify all affected clients in writing. In the event that a conflict is not waivable and waived, we will withdraw from the conflicting representation in accordance with the New York Rules of Professional Conduct applicable to attorneys. All new clients must be reviewed and approved by a department or office head and subsequently processed within the firm's conflicts of interest system. Conflicts checks are performed utilizing Bond's in-house data bank, and potential conflicts are included in this process. Bond's General Counsel reviews every matter that involves a conflict. Information relating to all new clients and matters is also circulated to all attorneys in the firm on a weekly basis. This process provides an additional set of checks and reviews that allows the firm to identify and resolve potential conflicts.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

08/01/2002

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Bond, Schoeneck & King is a professional limited liability company owned by our 173 members and managed by a committee of seven. No member (partner) owns a greater than 2% share of the firm. The full membership list is attached.

7 File(s) uploaded: Attorney List Members Only_March2023.pdf, Insert_MembersList_Jan2024.pdf, Insert_MembersList_July2023(15568796.2).pdf, Insert_MembersList_March2025.pdf, Insert_MembersList_May2025.pdf, Insert_MembersList_October2024.pdf, MembershipbyOffice_July2022.pdf

iii) Name, address and position of all officers and directors of the company. If none, explain.

Bond, Schoeneck & King is a professional limited liability company owned by our 173 members and managed by a committee of seven. Management Committee consists of: Brian J. Butler, chair, [redacted]; Monica C. Barrett, member, [redacted]; Sanjeeve K. DeSoyza, member, [redacted]; Peter A. Jones, member, [redacted]; William L. Owens III, member, [redacted]; Charles J. Sullivan, member, [redacted]; and Erin S. Torcello, member, [redacted]

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

500

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

In 2024, Bond saw continued positive growth, adding attorneys from the Harris Beach and Lamb & Barnosky firms.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Bond has been in operation since 1897, but established as a PLLC in 2002.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Port Washington Union Free School District		
Contact Person	Michael Hynes		
Address	100 Campus Drive		
City	Port Washington	State/Province/Territory	NY
Country	US		
Telephone	(516) 767-5000		
Fax #			
E-Mail Address	mhynes@portnet.org		

Company	William Floyd School District		
Contact Person	Kevin Coster		
Address	240 Mastic Beach Road		
City	Mastic Beach	State/Province/Territory	NY
Country	US		
Telephone	(631) 874-1201		
Fax #			
E-Mail Address	kcoster@wfsd.k12.ny.us		

Company	Roosevelt Island Operating Corporation		
Contact Person	Lada V. Stasko, Deputy General Counsel		
Address	524 Main Street		
City	Roosevelt Island	State/Province/Territory	NY
Country	US		
Telephone	(212) 832-4540		
Fax #			
E-Mail Address	Lada.Stasko@rioc.ny.gov		

I, Laura Ryan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Laura Ryan , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: Bond, Schoeneck & King PLLC

Electronically signed and certified at the date and time indicated by:
Laura Ryan LRYAN@BSK.COM

Proposal and Editorial Specialist
Title

10/10/2025
Date

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Phone: 732.936.7212

7500 College Boulevard Overland
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*Practice limited to NCAA Compliance and Infractions Matters

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William L. Owens*
Kevin V. Recchia

6/2025

Management Committee member

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Bond, Schoeneck & King PLLC

Address: One Lincoln Center

City: Syracuse State/Province/Territory: NY Zip/Postal Code: 13202

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Ltd. Liability Co (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

6 File(s) uploaded: Insert_MembersList_Jan2024.pdf, Insert_MembersList_July2023(15568796.2).pdf, Insert_MembersList_March2025.pdf, Insert_MembersList_May2025.pdf, Insert_MembersList_October2024.pdf, MembershipbyOffice_July2022.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Bond, Schoeneck & King is a professional limited liability company owned by our 173 members and managed by a committee of seven. Management Committee consists of: Brian J. Butler, chair, [redacted]; Monica C. Barrett, member, [redacted]; ; Sanjeeve K. DeSoyza, member, [redacted]; Peter A. Jones, member, [redacted]; William L. Owens III, member, [redacted]; Charles J. Sullivan, member, [redacted]; and Erin S. Torcello, member, [redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Laura Ryan [LRYAN@BSK.COM]

Dated: 01/08/2026 01:16:38 pm

Title: Proposal and Editorial Specialist

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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10 Bank Street, Suite 1120
White Plains, NY 10606-1946
Phone: 914-306-780
Fax: 646.253.2301

One Marina Park Drive,
Suite 1410
Boston, MA 02210
Phone: 617.865.9074

4001 Tamiami Trail North
Naples, FL 34103-3555
Phone: 239.659.3800
Fax: 239.659.3812

One Gateway Center, Suite 2600
Newark, NJ 07102
Phone: 732.936.7212

7500 College Boulevard Overland
Park, KS 66210-4035*
Phone: 913.234.4400
Fax: 913.234.4401

*Practice limited to NCAA Compliance and Infractions Matters

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6/2025

Management Committee member

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haylor, Freyer & Coon, Inc. PO Box 4743 Syracuse NY 13221	**CONTACT NAME:** Sheila Corbett **PHONE (A/C, No, Ext):** 315 703-3235 **FAX (A/C, No):** **E-MAIL ADDRESS:** scorbett@haylor.com
INSURED Bond Schoeneck & King PLLC Attn: Amy Haviland One Lincoln Center Syracuse NY 13202	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Great Northern Insurance Co. 20303 **INSURER B :** Hartford Fire Insurance. Co. 19682 **INSURER C :** Federal Insurance Company 20281 **INSURER D :** Vigilant Insurance Company(Chubb) 20397 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1833774776 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	35978881	1/1/2026	1/1/2027	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 2,000,000
	[ ] OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY	Y	Y	73579877	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR	Y	Y	79872801	1/1/2026	1/1/2027	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	[ ] DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	71725227	1/1/2026	1/1/2027	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Employee Theft -Client Premises			01FA023405326	1/1/2026	1/1/2027	$500,000 Limit	$5,000 Deductible
C	Fiduciary Liability			J0597953	1/1/2026	1/1/2027	$5,000,000 Limit	$25,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' Compensation: Individuals Excluded: All Equity Partners

Enclosed are the following forms:

General Liability:
80-02-2367 (05/07) Additional Insured with Primary, Noncontributory Insurance
80-02-2657 (04/01) Other Insurance - Primary Additional Insured for Products/Completed Operations
80-02-2459 (12/98) Waiver of Transfer of Rights of Recovery
See Attached...

CERTIFICATE HOLDER

Nassau County
Nassau County Attorney's Office
Municipal Transactions Bureau
One West Street
Mineola NY 11501

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

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Haylor, Freyer & Coon, Inc.	NAMED INSURED Bond Schoeneck & King PLLC Attn: Amy Haviland One Lincoln Center Syracuse NY 13202
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

80-02-6554 (03/17) General Aggregate Limit Per Location or Per Project

Commercial Automobile:
CA 00 01 (10/13) Business Auto Coverage Form (extracted pages from 12-page form)
16-02-0295 (11/16) Commercial Automobile Broad Form Endorsement-New York (1. D.) Additional Insured; (11.) Waiver of Subrogation

Commercial Excess and Umbrella:
07-02-0815 (Rv. 7-01) Chubb Commercial Excess and Umbrella Insurance (extracted pages from 32-page form)

Workers' Compensation:
WC 00 03 13 (04/84) Waiver of Our Rights to Recover from Others Endorsement
-
As required by the written, executed contract and subject to the terms, conditions and limitations of the enclosed additional insured forms, Nassau County and the Office of the Nassau County Attorney are included as additional insureds with respects to the General Liability, Automobile Liability and Umbrella Liability coverages.

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

BOND SCHOENECK & KING PLLC
ONE LINCOLN CENTER
SYRACUSE, NY 13202

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

315-218-8293

1c. Federal Employer Identification Number of Insured or Social Security Number

[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Nassau County
1550 Franklin Avenue
Mineola, NY 11501

3a. Name of Insurance Carrier

The Guardian Life Insurance Company of America

3b. Policy Number of Entity Listed in Box 1a

00896582-0000

3c. Policy Effective Period

01/01/2026 to 12/31/2026

4. Policy provides the following benefits:

- [x] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:

- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 01/26/2026 By [signature]

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Michael Prestileo, Head of Group Benefits Strategy, Product & Underwriting

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER *MARSH USA, LLC. 507 PLUM STREET, SUITE 110 SYRACUSE, NY 13204 Attn: Upstate.certrequest@Marsh.com Fax: 212-948-0931 CN101988379-1M--25-26	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Bond, Schoeneck & King, PLLC c/o Amy Haviland, Executive Assistant One Lincoln Center Syracuse, NY 13202	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** CNA Insurance Companies — 02186 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-012212732-02 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL INDEMNITY			132345145	12/31/2025	12/31/2026	EACH CLAIM - NOT LESS THAN	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Nassau County
Nassau County Attorney's Office
Municipal Transactions Bureau
One West Street
Mineola, NY 11501

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

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
*MARSH USA, LLC.	Bond, Schoeneck & King, PLLC c/o Amy Haviland, Executive Assistant One Lincoln Center Syracuse, NY 13202
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Quota Share:
Transportation Insurance Company - Policy No. 132345145, 12/31/25 – 12/31/26, 25% Participation
MSIG Specialty Insurance USA Inc. - Policy No. MSTLPL-00374, 12/31/25 – 12/31/26, 16.6667% Participation
Endurance American Insurance Company – Policy No.LPW30023607803, 12/31/25 – 12/31/26, 25% Participation
Markel American Insurance Company – Policy No. MKLC1PLA000039, 12/31/25 – 12/31/26, 16.6667% Participation
Ironshore Indemnity Inc. – Policy No. LPL7NACUYOT003, 12/31/25 – 12/31/26, 10% Participation
QBE Insurance Corporation – Policy No. 130008792,12/31/25 – 12/31/26, 8.3333% Participation
Starr Indemnity & Liability Company - Policy No. 1001236733251, 12/31/25 - 12/31/26, 6.6667% Participation

The professional liability policies evidenced on this certificate are subject to a self-insured retention.

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BRUCE A. BLAKEMAN
County Executive

THOMAS A. ADAMS
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

TO: **Robert Cleary**
Director of Procurement Compliance

FROM: **Mary J. Nori**
Assistant County Attorney

DATE: **January 27, 2026**

SUBJECT: **Delay Memo – Bond, Schoeneck & King, PLLC**

The purpose of this memo is to explain the delay with processing a new contract between the County and **Bond, Schoeneck & King, PLLC** ("Counsel"), the special counsel firm selected to represent the County in the preparation of affirmative litigation in connection with an eminent domain/condemnation matter involving the Nassau County Salt Dome located at 596 Franklin Avenue in Franklin Square.

Counsel's services in this matter commenced on November 21, 2025. The agreement was executed by counsel on January 7, 2026. Upon receipt of Counsel's executed agreement and updated insurance forms on January 27, 2026, our office promptly began preparing and submitting the contract package for the required County approvals.

I trust this memorandum satisfies your inquiry, however, please do not hesitate to contact this office should you have any additional questions.

MARY J. NORI
Assistant County Attorney

ONE WEST STREET – MINEOLA, NEW YORK 11501-4820
516-571-3056, FAX 516-571-6684, 6604

Certified: --

E-35-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE MARCH 2, 2026 3:15PM

NIFS ID: CLAT26000001

Capital:

Contract ID #: **CQAT23000022**

NIFS Entry Date: **01/13/2026**

Department: County Attorney

Service: **Special Counsel (Hofstra Casino Coliseum)**

Term: **April 20, 2023 to completion of services**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Sullivan & Cromwell LLP**	ID#:**135420320**
Main Address: **Sullivan & Cromwell LLP** **New York, NY 10004**	
Main Contact: **Matthew Schwartz**	
Main Phone: **(212) 558-4197**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street** **Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is an amendment (#2) to an existing contract with Sullivan & Cromwell LLP ("Counsel"), the special counsel firm previously selected to represent the County in the special proceeding filed by Hofstra University related to the Coliseum site. The purpose of this amendment is to amend the scope of services to include two actions recently commenced against the County by the Incorporated Village of Garden City, each arising from and relating to the same site, and to increase the maximum contract amount accordingly.

Procurement History: The need arose to retain the services of outside counsel to review, evaluate and analyze the viability of alleged violations of New York State and Nassau County laws by the Nassau County Planning Commission for an Oral Argument that had been scheduled for May 10, 2023. The County Attorney's Office reviewed the existing special counsel panel for firms with relevant expertise in high profile complex litigation and was unable to find one. This matter involves certain nuances that required

the special expertise and availability that came with the Sullivan & Cromwell LLP firm. Counsel was willing and able to address the urgency of the matter immediately. Given the alleged violations and impending Oral Argument, the firm needed to commence their services immediately. Due to this compelling need for Counsel's immediate services, and their availability to quickly step in, Counsel was selected as a sole source.

Description of General Provisions: Services under the Amendment shall include, but not be limited to, motion practice; pre-trial discovery; trial; appeals; and such other Services as may be required to continue to fully represent the County.

Impact on Funding / Price Analysis: This amendment will increase the maximum amount by $2,300,000. The amended maximum amount will now be $7,800,000. At this time, there will be a partial encumbrance of $250,000.

Change in Contract from Prior Procurement: There is an increase to the Contract's maximum amount, and services have been amended to include two new litigations in regard to this matter, brought by The Village of Garden City.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 12/20/2023

Original procurement method: Memo justifying the selection of Counsel was approved by the CPO.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller’s Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	08	$250,000.00
						TOTAL		**$250,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$250,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$250,000.00**

Routing Slip

Department			
NIFS Entry	Mary Nori	01/15/2026 05:37PM	Approved
NIFS Final Approval	Mary Nori	01/15/2026 05:38PM	Approved
Final Approval	Mary Nori	01/15/2026 05:38PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	01/16/2026 02:31PM	Approved
RE & Insurance Verification	Grady Farnan	01/16/2026 08:24AM	Approved
NIFS Approval	Mary Nori	01/20/2026 12:15PM	Approved
Final Approval	Mary Nori	01/20/2026 12:15PM	Approved
OMB			
NIFS Approval	Raquel Rosen	01/16/2026 10:08AM	Approved
NIFA Approval	Irfan Qureshi	01/20/2026 11:43AM	Approved
Final Approval	Irfan Qureshi	01/20/2026 11:43AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	01/20/2026 12:55PM	Approved
DCE Compliance Approval	Robert Cleary	01/27/2026 11:46AM	Approved
Vertical DCE Approval	Arthur Walsh	03/02/2026 02:12PM	Approved
Final Approval	Arthur Walsh	03/02/2026 02:12PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/02/2026 02:53PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND SULLIVAN & CROMWELL LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Sullivan & Cromwell LLP, to provide professional legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with Sullivan & Cromwell LLP.

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Sullivan & Cromwell LLP**, with an office located at 125 Broad Street, New York, NY 10004 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT23000022 between the County and Counsel, executed on behalf of the County on December 20, 2023, and as amended by amendment one (1), County contract amendment number CLAT24000032, executed on behalf of the County on May 5, 2025 (the "Original Agreement"), Counsel provides legal services to the County with respect to matters and ongoing litigation arising from and related to the Nassau Coliseum site, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from April 20, 2023, to completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Five Million Five Hundred Thousand Dollars ($5,500,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount and amend the Services section of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Million Three Hundred Thousand Dollars ($2,300,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be Seven Million Eight Hundred Thousand Dollars ($7,800,000.00) (the "Amended Maximum Amount").

2. Services. The services to be provided by Counsel under this Amendment shall be amended to include defending the County against two lawsuits brought by the Incorporated Village of Garden City as detailed in Appendix A, annexed hereto and made a part hereof (the "Amended Services").

3. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Amendment. Counsel further acknowledges that the initial encumbrance shall be Two Hundred

Fifty Thousand Dollars ($250,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

SULLIVAN & CROMWELL LLP

By: Matthew A Schwartz

Name: Matthew A. Schwartz

Title: Partner

Date: 1/13/26

NASSAU COUNTY

By: Thomas A Adams

Name: Thomas A. Adams

Title: County Attorney

Date: January 13, 2026

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive
- ☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 13 day of January in the year 2026 before me personally came Matthew A. Schwartz to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of New York; that he or she is the Partner of Sullivan & Cromwell LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Matthew H. Torres
Notary Public, State of New York
N# 01TO6384793
Qualified in Kings County
Certificate Filed in New York County
Commission Expires December 13, 2026

Matthew H. Torres
Notary Public, State of New York
N# 01TO6384793
Qualified in Kings County
Certificate Filed in New York County
Commission Expires December 13, 2026

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 13th day of January in the year 2026 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

Appendix A

1. *Incorporated Village of Garden City v. Nassau County Planning Commission, Nassau County Planning Division, Nassau County Real Estate Planning and Development Department, Nassau County Legislature, Nassau County Open Space and Parks Advisory Committee, Nassau County, and LVS NY Holdco 2, LLC,* Docket No. 621736/2024.

2. *Incorporated Village of Garden City v. Town Board of the Town of Hempstead, Nassau County Legislature, Bruce Blakeman, in his official capacity as Nassau County Executive, Nassau County, and LVS NY Holdco 2, LLC,* Docket No. 621897/2025.

   The County Attorney or designee may, in their discretion, assign to Counsel throughout the term of this agreement, any additional matters or litigation related to the Nassau Coliseum site, as may be brought against the County.

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Sullivan & Cromwell LLP

2. Amount requiring NIFA approval: $2,300,000.00

Amount to be encumbered: $250,000.00

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to April 20, 2023 to completion of services

Has work or services on this contract commenced? Yes

If yes, please explain: This is amendment (2) to an existing contract with the County.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an amendment (#2) to an existing contract with Sullivan & Cromwell LLP ("Counsel"), the special counsel firm previously selected to represent the County in the special proceeding filed by Hofstra University related to the Coliseum site. The purpose of this amendment is to amend the scope of services to include two actions recently commenced against the County by the Incorporated Village of Garden City, each arising from and relating to the same site, and to increase the maximum contract amount accordingly.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 01/20/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

Re-Election Campaign for Nassau County Executive Bruce Blakeman

Electronically signed and certified at the date and time indicated by:
Matthew A. Schwartz [CLIENTCOMPLIANCE@SULLCROM.COM]

Dated: 11/14/2025 11:45:46 am

Vendor: Sullivan & Cromwell LLP

Title: Partner

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Robert J. Giuffra, Jr.
Date of birth: [redacted]
[redacted]
Country: US

Business Address: Sullivan & Cromwell LLP 125 Broad St

City:	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10004
Country	US				
Telephone:	2125583121				

Other present address(es):

City:	Bronx	State/Province/ Territory:		Zip/Postal Code:	10463
Country:	US				
Telephone:	7329796951				

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Other
Description	Co-Chair of Firm
Start Date	01/01/2023

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

I am one of the equity holders of Sullivan & Cromwell LLP.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Chair, American Swiss Foundation
Vice President, Supreme Court Historical Society
Chair, Historical Society of the New York Courts

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If

you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Robert Giuffra , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert Giuffra , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Sullivan & Cromwell LLP

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert Giuffra GIUFFRAR@SULLCROM.COM

Co-Chairman and Partner

Title

01/13/2026 02:01:18 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 07/14/2025

1) Proposer's Legal Name: Sullivan & Cromwell LLP

2) Address of Place of Business: 125 Broad Street

City: New York State/Province/ Territory: NY Zip/Postal Code: 10004

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: 07-771-4780

5) Federal I.D. Number: [redacted]

6) The proposer is a: Partnership (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Headquartered in New York, Sullivan & Cromwell LLP is a law firm organized as a limited liability partnership under the laws of the state of New York. The Firm maintains offices in the United States, United Kingdom, Germany, France Belgium, Tokyo, China, Hong Kong and Australia. As of June 1, 2023, the partnership comprised 193 partners (including partners of Sullivan & Cromwell LLP's affiliated firms). Sullivan & Cromwell LLP's affiliated firms are Sullivan & Cromwell MNP LLP, which practices in England and Wales; Sullivan & Cromwell (Hong Kong) LLP, which practices in Hong Kong; Sullivan & Cromwell (Australia) LLP, which practices in Australia; and Sullivan & Cromwell (Belgium) DE LLP, which practices in Belgium.

2 File(s) uploaded: List of S&C Partners - 1 January 2026.pdf, List of S&C Partners - 7 July 2025.pdf

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Prior to undertaking new work on behalf of any client, S&C partners review potential conflicts of interest as identified by an electronic search in the Firm's conflicts database, which comprises a historical record of the work

of the Firm going back more than 35 years and contains the names of all clients and descriptions of all matters undertaken for them. A check also is conducted against a separate database of highly confidential potential assignments and other matters opened under code names (which may occur, for example, with respect to M&A matters until such time as they are made public). The names of all parties involved, and all adversaries, as well as the ultimate parents and in some cases relevant affiliates of those parties and counterparties, are checked against these databases. The partner in charge of the potential engagement reviews the material to determine whether any present or former matter creates a potential conflict, consulting with other partners.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

04/21/1879

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Partners listed in attached spreadsheet. No one has greater than a 5% interest.

4 File(s) uploaded: List of S&C Partners - 1 January 2026.pdf, List of S&C Partners - 7 July 2025.pdf, List of S&C Partners at 1 January 2024.pdf, List of SC Partners 1 May 2023.pdf

iii) Name, address and position of all officers and directors of the company. If none, explain.

List of partners attached hereto.

2 File(s) uploaded: List of S&C Partners - 22 January 2025.pdf, List of SC Partners 1 May 2023.pdf

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

1713

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Please find attached.

1 File(s) uploaded: Nassau County (July 2023).pdf

viii) Copies of all state and local licenses and permits.

2 File(s) uploaded: New York Certificate of Status - Sullivan & Cromwell LLP.pdf, SULLIVAN & CROMWELL LLP - NY Certificate of Status - 3 Jan 2023.pdf

B. Indicate number of years in business.

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C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Please find attached.

1 File(s) uploaded: Nassau County (July 2023).pdf

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Emigrant Bank		
Contact Person	Richard Wald		
Address	5 E. 42nd Street		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 850-4906		
Fax #			
E-Mail Address	waldr@emigrant.com		

Company	Riverstone Investment Group		
Contact Person	Eliot Cotton		
Address	712 Fifth Avenue		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 993-0076		
Fax #			
E-Mail Address	ecotton@riverstonellc.com		

Company	Goldman Sachs		
Contact Person	Gena Palumbo		
Address	200 West Street		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 357-2191		
Fax #			
E-Mail Address	gena.palumbo@gs.com		

I, Matthew Schwartz , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Matthew Schwartz , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Sullivan & Cromwell LLP

Electronically signed and certified at the date and time indicated by:
Matthew Schwartz CLIENTCOMPLIANCE@SULLCROM.COM

Partner
Title

01/14/2026
Date

Sullivan & Cromwell LLP

List of Partners

January 1, 2026

Sullivan & Cromwell LLP is a law firm organized as a limited liability partnership under the laws of the state of New York, USA. As of January 1, 2026, the partnership comprises 198 partners (including partners of Sullivan & Cromwell affiliated firms), all of whom are listed below together with their respective office addresses and links to biographies. ***No partner in Sullivan & Cromwell LLP holds more than a 5% interest in the partnership.***

Partner Name	Office Address	Link to Biography
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Sullivan & Cromwell LLP

List of Partners

January 1, 2026

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January 1, 2026

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January 1, 2026

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January 1, 2026

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Sullivan & Cromwell LLP

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January 1, 2026

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Sullivan & Cromwell LLP

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January 1, 2026

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SULLIVAN & CROMWELL LLP

CONFIDENTIAL – JULY 2023

Presentation to

Nassau County

For more than 140 years, the world's leading companies have turned to S&C to handle their most important domestic and cross-border matters, including global crises.

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- Why S&C?
- Premier Litigation Practice
- Litigation Expertise



Why S&C?

We understand our clients' businesses and the importance of managing risk in today's environment. Our clients benefit from the multi-disciplinary approach of our litigators, drawing on the talents of lawyers across the firm to handle matters efficiently and effectively. Our litigators routinely handle matters that are crucial to our clients' survival, and our cases often set important legal precedents.

RECOGNIZED LEADERS

S&C is widely recognized as a leading litigation firm. Our litigators have been highly ranked year after year by industry publications, including *Chambers USA, The American Lawyer, New York Law Journal, Benchmark Litigation, Financial Times* and *U.S. News & World Reports*.

BREADTH OF EXPERIENCE

Our skills, breadth of experience and multi-disciplinary approach to litigation uniquely qualify us to represent clients in their most important cases. Our clients routinely choose us for their most difficult matters that require the sharpest legal minds and the agility to craft and respond to novel legal theories that often set important legal precedents.

PROVEN TRACK RECORD

S&C has a proven track record of securing favorable results in the full range of litigation for the world's leading financial institutions, corporations and individuals. We frequently advise our clients on their most complex legal issues.

MANAGING COMPLEX, HIGH-PROFILE MATTERS

S&C's expertise in handling complex, multiparty cases is well known. We frequently serve as lead or national coordinating counsel in large-scale litigation matters. We have represented **Volkswagen** and **Fiat Chrysler** in diesel emissions; **Wells Fargo** in sales practices; and **UBS, JPMorgan, Moody's** and others in RMBS and financial crisis-era litigation.

> "Sullivan & Cromwell is where the biggest companies in the world look to when they need their biggest problems solved – not garden-variety headaches but literal bet-the-company issues."
>
> BENCHMARK LITIGATION

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Recognized Leaders in Litigation Across a Broad Range of Areas

PRACTICE AREA RANKINGS

Band 1, *Chambers USA* (2023)

- General Commercial Litigation
- Nationwide Securities Litigation
- New York Securities Litigation
- Labor & Employment
- White Collar Crime & Government Investigations
- Corporate Crime & Investigations
- Banking Enforcement & Investigations

Tier 1, *U.S. News & World Report, Best Lawyers Best Law Firms* (2023)

- Antitrust Litigation
- Banking & Finance Litigation
- Commercial Litigation
- Environmental Law
- New York Securities Litigation
- Securities Regulation
- Tax Litigation

Tier 1, *Benchmark Litigation* (2023)

- Antitrust
- General Commercial
- Securities
- White-Collar Crime

AWARDS

Law Firm of the Year
Law360 (2021)

Most Innovative Law Firm in North America: Practice of Law
Financial Times (2021)

Securities Practice Group of the Year
Law360 (2020, 2019)

International Arbitration Practice Group of the Year
Law360 (2022)

White Collar Practice Group of the Year
Law360 (2022, 2020, 2018)

Litigation Department of the Year: Finance
The New York Law Journal (2020)

General Commercial Litigation Department of the Year Finalist
The American Lawyer (2018)

COMMENTARY

"[A]n international powerhouse routinely sought by clients for their most complex and pressing cases."

BENCHMARK LITIGATION

"'The degree of excellence is almost unparalleled. They are always able to put the right lawyer on the right case. Their bench is very deep.'"

CHAMBERS USA

"[S&C is] noted for its broad commercial litigation practice, which draws on extensive industry expertise in areas such as manufacturing, energy and wider technology-rich sectors."

CHAMBERS USA



Expertise in High-Profile Litigation

Allianz in the resolution of investigations by the SEC and DOJ in Structured Alpha hedge funds managed by Allianz. S&C also represented Allianz in settling a related series of individual and putative class actions filed in the Southern District of New York by investors.

Barclays in obtaining a complete victory in favor of Barclays in a two-day bench trial against hedge fund BDC Finance LLC concerning breach of contract claims totaling nearly $300 million, plus interest and attorneys' fees, for Barclays' alleged default under its Total Return Swap agreement with BDC.

BlackBerry Ltd. in obtaining an $814.9 million award in a binding arbitration against Qualcomm Incorporated. The award represents royalty payments made to Qualcomm in excess of those required under Qualcomm's royalty cap program, as well as interest and reasonable attorneys' fees. The dispute arose in 2015 following Qualcomm's agreement to cap certain royalties applied to payments made by BlackBerry pursuant to a licensing deal. BlackBerry argued that it was overpaying Qualcomm. After settlement discussions, the parties entered into a binding arbitration agreement.

BP p.l.c., as national coordinating counsel, in all litigation and investigations arising out of the February 2021 winter storm in Texas.

Fiat Chrysler Automobiles in regulatory investigations and litigation arising out of diesel-emissions issues, including in a series of interrelated settlements announced in January 2019 that resolve the vast majority of FCA's emissions-related civil litigation in the U.S.

Goldman Sachs in a class action alleging securities fraud in connection with mortgage-related activities and alleged conflicts of interest, including securing a favorable U.S. Supreme Court decision and a rare third discretionary Rule 23(f) appeal, making this only the second case in which a federal appeals court has granted interlocutory review of class certification three times.

Goldman Sachs in a class action lawsuit in the Southern District of New York accusing the bank of discriminating against more than 3,300 women in connection with the Firm's performance evaluations and promotions process. The case was brought on behalf of female associates and Vice Presidents who have worked in Goldman's investment banking, investment management and securities divisions since September 2002 and is currently one of the most closely watched employment class action cases. In 2020, the court granted S&C's motion to compel arbitration, holding that the arbitration clauses in the majority of the 1,800 agreements that class members had signed were enforceable.

> "'They are technically strong, strategically sound and do a great job.'"
>
> **CHAMBERS USA**

> "'If I had a bet-the-company matter, they're the firm I'd go to, hands down, no question.'"
>
> **CHAMBERS USA**

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Expertise in High-Profile Litigation

JPMorgan in its precedent-setting U.S. global RMBS settlement with the DOJ, the Attorney General of New York, several other states, the FHFA, NCUA and the FDIC. The settlement was also finalized without requiring court approval. S&C was then retained to coordinate the defense of dozens of RMBS lawsuits and act as a national coordinating counsel for its RMBS litigation.

Pabst Brewing Company in a three-week jury trial in its $500 million lawsuit against MillerCoors LLC for MillerCoors' breach of the parties' decades-old Brewing Agreement and unfair competition. On the second day of jury deliberations following the liability phase of trial, Pabst reached a favorable settlement with MillerCoors.

UBS in multiple Enron litigations, including obtaining the dismissal of securities actions against UBS seeking billions in damages arising out the bankruptcy of Enron; obtaining the dismissal of securities claims seeking ¥18.5 billion in alleged damages for an investment in Enron credit-linked notes; and securing the dismissal of NASD arbitrations brought by UBS customers involving Enron securities.

UBS in various regulatory inquiries, investigations, tax matters and private litigation arising from the financial crisis and losses related to mortgage-backed securities. S&C obtained the dismissal of all federal securities claims by UBS shareholders that arose out of a $114 billion stock drop.

UBS in a civil action by the Department of Justice alleging that UBS violated FIRREA in connection with $41 billion of residential mortgage-backed securities.

Volkswagen AG as national coordinating counsel in numerous federal and state actions, including multidistrict litigations in San Francisco, as well as regulatory investigations, regarding alleged excess emissions for diesel vehicles. Secured favorable and precedent-setting outcomes in class action litigation, opt-out litigation, litigation brought by State Attorneys General, and litigation with the EPA, the DOJ and the SEC.

Wells Fargo & Company as the lead law firm in resolving high-profile government probes targeting Wells Fargo's "fake account" sales practices—guiding the bank through criminal, regulatory and civil investigations by multiple federal and state authorities and defending the bank in related civil suits.

> "'They are very good at quickly focusing on the most important issues. They don't waste a lot of time moving around the edges. They really say what the problem is, what is at the heart of it, and how we can get to the bottom of things in the most efficient way.'"
>
> **CHAMBERS USA**

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SULLIVAN & CROMWELL LLP

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, ROBERT J. RODRIGUEZ, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:	SULLIVAN & CROMWELL LLP
DOS ID Number:	2848125
Entity Type:	DOMESTIC REGISTERED LIMITED LIABILITY PARTNERSHIP
Entity Status:	REGISTERED
Date of Initial Filing with DOS:	12/20/2002
Statement Status:	CURRENT
Statement Due Date:	12/31/2027

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 03, 2023 at 10:19 A.M.

ROBERT J. RODRIGUEZ, Secretary of State

By Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100002725164 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Sullivan & Cromwell LLP

Address: 125 Broad St.

City: New York, New York State/Province/Territory: NY Zip/Postal Code: 10004

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Partnership (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5 File(s) uploaded: List of S&C Partners - 1 January 2026.pdf, List of S&C Partners - 22 January 2025.pdf, List of S&C Partners - 7 July 2025.pdf, List of S&C Partners at 1 January 2024.pdf, List of SC Partners 1 May 2023.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

See Attached.

4 File(s) uploaded: List of S&C Partners - 22 January 2025.pdf, List of S&C Partners - 7 July 2025.pdf, List of S&C Partners at 1 January 2024.pdf, List of SC Partners 1 May 2023.pdf

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or

promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Matthew Schwartz [CLIENTCOMPLIANCE@SULLCROM.COM]

Dated: 01/14/2026 12:09:25 pm

Title: Partner

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Sullivan & Cromwell LLP

List of Partners

January 1, 2026

Sullivan & Cromwell LLP is a law firm organized as a limited liability partnership under the laws of the state of New York, USA. As of January 1, 2026, the partnership comprises 198 partners (including partners of Sullivan & Cromwell affiliated firms), all of whom are listed below together with their respective office addresses and links to biographies. ***No partner in Sullivan & Cromwell LLP holds more than a 5% interest in the partnership.***

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Sullivan & Cromwell LLP

List of Partners

January 1, 2026

Partner Name	Office Address	Link to Biography
Viapiano, Christopher Michael	1700 New York Avenue, NW, Washington, DC 20006-5215, USA	https://www.sullcrom.com/lawyers/ChristopherMichael-Viapiano
Walker, Benjamin R.	125 Broad Street, New York, NY 10004-2498, USA	https://www.sullcrom.com/lawyers/BenjaminR-Walker
Wall, Jeffrey B.	1700 New York Avenue, NW, Washington, DC 20006-5215, USA	https://www.sullcrom.com/lawyers/JeffreyB-Wall
Wang, Davis J.	125 Broad Street, New York, NY 10004-2498, USA	https://www.sullcrom.com/lawyers/DavisJ-Wang
Wang, S. Eric	1 New Fetter Lane, London EC4A 1AN, United Kingdom	https://www.sullcrom.com/lawyers/SEric-Wang
Weber, Benjamin R.	125 Broad Street, New York, NY 10004-2498, USA	https://www.sullcrom.com/lawyers/BenjaminR-Weber
Weiner, Benjamin H.	125 Broad Street, New York, NY 10004-2498, USA	https://www.sullcrom.com/lawyers/BenjaminH-Weiner
Wertheim, Frederick	125 Broad Street, New York, NY 10004-2498, USA	https://www.sullcrom.com/lawyers/Frederick-Wertheim
Wheeler, Isaac J.	125 Broad Street, New York, NY 10004-2498, USA	https://www.sullcrom.com/lawyers/IsaacJ-Wheeler
White, Thomas C.	125 Broad Street, New York, NY 10004-2498, USA	https://www.sullcrom.com/lawyers/ThomasC-White
Willscher, Alexander J.	125 Broad Street, New York, NY 10004-2498, USA	https://www.sullcrom.com/lawyers/AlexanderJ-Willscher
Wong, Gwen	Suite 501, China World Office 1, China World Trade Center, One Jian Guo Men Wai Avenue, Beijing 100004, China	https://www.sullcrom.com/lawyers/Gwen-Wong
Woodall III, Samuel R.	1700 New York Avenue, NW, Washington, DC 20006-5215, USA	https://www.sullcrom.com/lawyers/SamuelR-WoodallIII
Wu, Miaoting (Mimi)	125 Broad Street, New York, NY 10004-2498, USA	https://www.sullcrom.com/Lawyers/Miaoting-Mimi-Wu
Yu, RuiHui (Rachel)	125 Broad Street, New York, NY 10004-2498, USA	https://www.sullcrom.com/lawyers/ruihui-yu
Zirinis, Basil P.	1 New Fetter Lane, London EC4A 1AN, United Kingdom	https://www.sullcrom.com/lawyers/BasilP-Zirinis

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Sullivan & Cromwell LLP,** with an office located at 125 Broad Street, New York, New York 10004 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT23000022 between the County and Counsel, executed on behalf of the County on December 20, 2023 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from April 20, 2023, to completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, is Two Million Five Hundred Thousand Dollars ($2,500,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Million Dollars ($3,000,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Agreement (the "Amended Agreement"), shall be Five Million Five Hundred Thousand Dollars ($5,500,000.00) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SULLIVAN & CROMWELL LLP

By: _____
Name: Matthew A. Schwartz
Title: Partner
Date: 1/28/25

NASSAU COUNTY

By: _____
Name: Thomas A. Adams
Title: County Attorney
Date: Jan 30, 2025

NASSAU COUNTY

By: _____
Name: ARTHUR T. WALSH
Title: ~~Chief Deputy County Executive~~ County Executive

☐ Deputy County Executive

Date: 5-5-25

PLEASE EXECUTE IN **BLUE** INK

STATE OF NEW YORK)
New York)ss.:
COUNTY OF ~~NASSAU~~)

On the 28 day of January in the year 2025 before me personally came Matthew Schwartz to me personally known, who, being by me duly sworn, did depose and say that he or ~~she~~ resides in the County of Westchester; that he or ~~she~~ is the Partner of Sullivan & Cromwell LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Karen Bowden
Notary Public, State of New York
N# 01BO0030513
Qualified in New York County
Commission Expires November 01, 2028

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 30TH day of JANUARY in the year 2025 before me personally came THOMAS A. ADAMS to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **Nassau County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

LUIGI DeVITO
Notary Public, State of New York
No. 01DE4989016
Qualified in Nassau County
Commission Expires November 25, 2025

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 7th day of May in the year 2025 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Chief Deputy County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Nassau County Executive**, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) **Sullivan & Cromwell LLP**, with an office located at 125 Broad Street, New York, New York 10004 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, Counsel desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on April 20, 2023, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County in the recently served Article 78 special proceeding filed by Hofstra University against the Nassau County Planning Commission ("Planning Commission") involving alleged violations of New York State and Nassau County laws by the Planning Commission, and appearing on behalf of the County at the impending Oral Argument that has been scheduled for May 10, 2023, (the "Services"). Services under this Agreement shall include, but not be limited to motion practice; pre-trial discovery; trial; appeals; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the above-described matter.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Two Million Five Hundred Thousand Dollars ($2,500,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to Appendix A, the fee schedule attached hereto and made a part hereof.

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such

appearances.

(3) Counsel acknowledges that the Couty will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be One Million Dollars ($1,000,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including

any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended.

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired from or on behalf of the County, in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Work Product (as defined below) in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Work Product so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All materials, records, reports, documents, information and data ("Materials") created by Counsel on behalf of the County and provided to the County and all Materials that existed prior to or independently of Counsel's performance or administration of this Agreement and were provided to the County (collectively, "Counsel Work Product") shall be deemed the property of Counsel. Upon the County's request, all such County Information and any reports and documents acquired from or on behalf of the County in connection with performance or administration of this Agreement shall be returned to the County, except to the extent that they are embedded in Work Product.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel and the County agree that, unless specified otherwise in this Agreement, the County maintains all rights and remedies it has in law or in equity concerning Counsel's performance and work for the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and/or able to lawfully offer such insurance and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages.

The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the

termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement

for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-Three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date,

the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

SULLIVAN & CROMWELL LLP

By: Matthew A. Schwartz

Name: Matthew A. Schwartz

Title: Partner

Date: June 22, 2023

NASSAU COUNTY

By: Thomas A Adams

Name: Thomas A Adams

Title: County Attorney

Date: August 24, 2023

NASSAU COUNTY

By:

Name: ARTHUR T. WALSH

Title: ~~County Executive~~ Chief Deputy County Executive
Deputy County Executive

Date: 12-20-23

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ New York)

On the 22 day of June in the year 2023 before me personally came Matthew Schwartz to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of New York; that he or she is the Partner of Sullivan & Cromwell LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Brett Bolog
NOTARY PUBLIC

Brett A. Bolog
Notary Public, State of New York
N# 01BO6438344
Qualified in New York County
Commission Expires August 08, 2026

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 24th day of August in the year 2023 before me personally came Thomas A Adams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

Diana Catapano
NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2023

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 20 day of December in the year 2023 before me personally came Arthur T Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Tricia F. Formato
NOTARY PUBLIC

TRICIA F. FORMATO
Notary Public, State of New York
No. 01FO6261797
Qualified in Nassau County
Commission Expires May 14, 2024

Appendix A

Rate Table as of January 1, 2023

(all rates in US Dollars)

Partners

Year	Standard Rate	20% Discount
1	1,595	1,276
2	1,850	1,480
3	2,030	1,624
4	2,135	1,708
5	2,170	1,736
6	2,195	1,756
7	2,230	1,784
8	2,265	1,812
9	2,325	1,860
10	2,350	1,880
11	2,375	1,900
12 +	2,395	1,916

	Low/High	*Low/High*
Special Counsel	1,575 / 2,135	1,260 / 1,708

	Low/High	*Low/High*
Practice Area Associates	810/ 1,550	648 / 1,240

Associates

Year		
1	775	620
2	960	768
3	1,205	964
4	1,310	1,048
5	1,365	1,092
6	1,395	1,116
7	1,440	1,152
8	1,475	1,180
9 +	1,560	1,248

	Low/High	*Low/High*
Legal Assistants/Analysts	425 / 650	340 / 520

	Low/High	*Low/High*
Other Timekeepers	195 / 1,160	156 / 928

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful,

the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand

dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

   Karen Braun
   _____ (Name)

   125 Broad Street, New York, New York 10004
   _____ (Address)

   +12125584494 _____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X__ has not been commenced against or relating to

the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated 6/23/23

Signature of Chief Executive Officer

Karen L. Braun

Name of Chief Executive Officer

Sworn to before me this

23rd day of June, 2023

Notary Public

Catherine J. Kabelac
Notary Public, State of New York
No. 01KA4990408
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires April 13, 2027

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Sullivan & Cromwell LLP 125 Broad Street, RM 3559 New York, NY 10004 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	**212-558-4861** 1c. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Office of Nassau County One West Street Mineola, New York 11501	3a. Name of Insurance Carrier **Metropolitan Life Insurance Company** 3b. Policy Number of Entity Listed in Box 1a **232143** 3c. Policy Effective Period: **January 1, 2026** to **December 31, 2026**

4. Policy provides the following benefits:
   - [x] A. Both disability and Paid Family Leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid Family Leave benefits only.

5. Policy covers:
   - [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed: **December 29, 2025** By: *Natassia Harris*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number **spu_group_contracts@metlife.com** Name and Title: **Natassia Harris, State Plan Consultant**

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

SULL&CR-01 LLEASER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861
Miami-Alliant Insurance Services, Inc.
804 Douglas Rd Ste 830
Coral Gables, FL 33134

CONTACT NAME: Leslie K Leaser
PHONE (A/C, No, Ext): (248) 205-2935 FAX (A/C, No): (248) 203-7526
E-MAIL ADDRESS: lleaser@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Company	20303
INSURER B : Federal Insurance Company	20281
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sullivan & Cromwell, LLP
125 Broad Street
New York, NY 10004-2498

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		30040778	4/1/2025	4/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE			78198852	4/1/2025	4/1/2026	AGGREGATE	$ 25,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Office of Nassau County
One West Street
Mineola, NY 11501

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

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CHUBB®

Liability Insurance

Endorsement

Policy Period	APRIL 1, 202 TO APRIL 1, 202
Effective Date	APRIL 1, 202
Policy Number	3004-07-78 MWU
Insured	SULLIVAN AND CROMWELL LLP
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	APRIL 2, 202

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds;** but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured;**
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CHUBB®

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Summary of Insurance Contract

Re: Office of Nassau County
One West Street
Mineola, NY 11501

The undersigned hereby verifies that CNA Insurance Company Limited (and Various Insurance Companies) have issued the following described insurance, each for their own part and not one for the other, and which is in force as of the date hereof:

Type of Insurance:	Professional Indemnity Insurance
Assured:	Sullivan & Cromwell LLP and others, as more fully described in the Primary Policy wording.
Policy No.:	PSLNS2500845
Insurer(s):	CNA Insurance Company Limited and Various Insurance Companies
Period:	12:01 a.m. October 1, 2025 to 12:01 a.m. October 1, 2026
Limit:	Not less than $30,000,000 per claim (as provided in the Policy wording) (Limits shown are as requested)
Geographical Limitation:	Worldwide Coverage

Subject to the terms, conditions, exclusions and limitations of the Policy(ies).

This document is furnished as a matter of information only. The limits shown are as requested. A retention may apply as per Policy terms and conditions. The issuance of this document does not confer coverage or make the person or organization to whom it is issued an additional Assured, nor does it modify in any manner the contract of insurance between the Assured and the Insurers. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto. Portions of coverage may have been directly procured by the Assured.

Date: December 29, 2025 *Aon Risk Services Northeast, Inc.*

Aon Risk Solutions | Specialty | Professional Services
One Liberty Plaza | 165 Broadway | Suite 3201 | New York, NY 10006
t: +1.212.441.1000 | **f:** +1.212.441.1953
w: aon.com

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Sullivan & Cromwell LLP
125 Broad Street
New York NY 10004 USA

COVERAGES **CERTIFICATE NUMBER:** 570116179600 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2671628490 Workers' Compensation	09/30/2025	09/30/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF COVERAGE

CERTIFICATE HOLDER

Office of Nassau County
One West Street
Mineola, NY 11501 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570116179600

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Certified: --

E-36-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE MARCH 2, 2026 2:41PM

NIFS ID: CLAT26000006

Capital:

Contract ID #: **CQAT23000011**

NIFS Entry Date: **02/10/2026**

Department: County Attorney

Service: **special counsel (Myers)**

Term: **February 1, 2023, to completion**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Greenberg Traurig, LLP**	ID#:**133613083**
Main Address: **2900 Monarch Lakes Blvd Miramar, FL 33027**	
Main Contact: **John McEntee**	
Main Phone: **(516) 629-9605**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov,hoggeri@nassaucountyny.gov**

Contract Summary

Purpose: This is an amendment (#6) to an existing outside counsel contract with Greenberg Traurig, LLP ("Counsel"), the firm selected to represent the County in the matter known as Myers v. County of Nassau, Nassau County Civil Service Commission, and Nassau County Police Department, No. 22-cv-7023.

Procurement History: In April 2018, 2019, and 2022, a Request for Qualifications ("RFQ") was issued, and a Panel of firms qualified to provide legal services for the County has been established. Counsel is on the Panel and was selected based on their capacity, expertise and the necessary resources required to coordinate and aggressively defend this legal action.

Description of General Provisions: Services under the Agreement shall continue to include, but not be limited to, motion practice; pre-trial discovery; appeals; and such other Services as may be required to continue to fully represent the County in the Myers matter. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a

settlement or of a court-order terminating the litigation.

Impact on Funding / Price Analysis: This amendment will increase the maximum amount by $875,000. The amended maximum amount is $5,201,000. There will be a partial encumbrance of $300,000.

Change in Contract from Prior Procurement: There is an increase to the maximum amount.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 07/07/2023

Original procurement method: RFQ

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	11	$300,000.00
						TOTAL		**$300,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$300,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$300,000.00**

Routing Slip

Department			
NIFS Entry	Mary Nori	02/10/2026 05:56PM	Approved
NIFS Final Approval	Mary Nori	02/10/2026 05:56PM	Approved
Final Approval	Mary Nori	02/10/2026 05:56PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	02/11/2026 11:00AM	Approved
RE & Insurance Verification	Grady Farnan	02/11/2026 08:18AM	Approved
NIFS Approval	Mary Nori	02/19/2026 11:17AM	Approved
Final Approval	Mary Nori	02/19/2026 11:17AM	Approved
OMB			
NIFS Approval	Raquel Rosen	02/13/2026 11:50AM	Approved
NIFA Approval	Irfan Qureshi	02/19/2026 09:27AM	Approved
Final Approval	Irfan Qureshi	02/19/2026 09:27AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	02/19/2026 11:35AM	Approved
DCE Compliance Approval	Robert Cleary	02/26/2026 03:44PM	Approved
Vertical DCE Approval	Arthur Walsh	03/02/2026 03:22PM	Approved
Final Approval	Arthur Walsh	03/02/2026 03:22PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/02/2026 03:28PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND GREENBERG TRAURIG, LLP.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Greenberg Traurig, LLP., to provide professional legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with Greenberg Traurig, LLP.

AMENDMENT NO. 6

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Greenberg Traurig, LLP**, with an office located at 900 Stewart Avenue, 5th Floor, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT23000011 between the County and Counsel, executed on behalf of the County on July 7, 2023, as amended by amendment one (1), County amendment number CLAT23000007, executed on behalf of the County on December 20, 2023, as amended by amendment two (2), County amendment number CLAT24000016, executed on behalf of the County on October 24, 2024, and as amended by amendment three (3), County amendment number CLAT25000006, executed on behalf of the County on July 17, 2025, and as amended by amendment four (4), County amendment number CLAT25000024, executed on behalf of the County on December 4, 2025, as amended by amendment five (5), County amendment number CLAT25000032, executed on behalf of the County on December 31, 2025, (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from February 1, 2023, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Four Million Three Hundred Twenty-Six Thousand Dollars ($4,326,000.00) (the "Maximum Amount"); and

WHEREAS, the hourly rates which the County agreed to reimburse Counsel for Services under the Original Agreement are as follows: Shareholders/Of Counsel $895.00; Associates $595.00; Paralegal $390.00.

WHEREAS, the County desires to amend the Maximum Amount section of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Eight Hundred Seventy-Five Thousand Dollars ($875,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be Five Million Two Hundred One Thousand Dollars ($5,201,000.00) (the "Amended Maximum Amount").

2. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Amendment. Counsel further acknowledges that the initial encumbrance shall be Three Hundred Thousand Dollars ($300,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

GREENBERG TRAURIG, LLP

By: Kathryn Cole

Name: Kathryn Cole

Title: Shareholder

Date: February 10, 2026

NASSAU COUNTY

By: [signature]

Name: Thomas A. Adams

Title: County Attorney

Date: Feb 10, 2026

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 10th day of February in the year 2026 before me personally came Kathryn Carney Cole to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Shareholder of Evergreen Training, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

PAIGE BARTHOLOMEW
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02BA0023250
Qualified in Suffolk County
Commission Expires April 5, 2028

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 16th day of February in the year 2026 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **Nassau County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Greenberg Traurig, LLP

2. Amount requiring NIFA approval: $875,000.00

Amount to be encumbered: $300,000.00

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to February 1, 2023, to completion

Has work or services on this contract commenced? Yes

If yes, please explain: this is an amendment to an existing contract.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an amendment (#6) to an existing outside counsel contract with Greenberg Traurig, LLP ("Counsel"), the firm selected to represent the County in the matter known as Myers v. County of Nassau, Nassau County Civil Service Commission, and Nassau County Police Department, No. 22-cv-7023.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 02/19/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Brian Duffy [DUFFYB@GTLAW.COM]

Dated: 10/23/2025 12:21:06 pm

Vendor: Greenberg Traurig

Title: CEO

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Brian Duffy
Date of birth: [redacted]
[redacted]
[redacted]
Country: US

Business Address: 1144 15TH ST STE 3300

City:	Denver	State/Province/ Territory:	CO	Zip/Postal Code:	80202
Country	US				
Telephone:	303-572-6500				

Other present address(es):

City:		State/Province/ Territory:		Zip/Postal Code:	
Country:					
Telephone:					

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	02/01/2013	Treasurer	
Chairman of Board		Shareholder	06/01/2001
Chief Exec. Officer	01/01/2016	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
$750,000 of capital

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Brian Duffy , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Brian Duffy , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Greenberg Traurig

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Brian Duffy DUFFYB@GTLAW.COM

CEO

Title

10/23/2025 12:23:25 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/23/2025

1) Proposer's Legal Name: Greenberg Traurig, LLP

2) Address of Place of Business: 900 Stewart Ave, 5th FL

City: Garden City State/Province/ Territory: NY Zip/Postal Code: 11530

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 071304986

5) Federal I.D. Number: [redacted]

6) The proposer is a: Partnership (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Greenberg Traurig, P.A. owns 99% of Greenberg Traurig LLP. Greenberg Traurig is a partnership of two corporations, Greenberg Traurig, P.A., a Florida corporation incorporated in 1969 (99% ownership), and Greenberg Traurig of New York, P.C. (incorporated in 1994). (1% ownership)

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

Any conflict disclosure is being separately handled by the GT relationship attorneys and will be sent under separate transmission.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We address conflicts in a proactive manner and maintain a computer-based conflict check system that allows for the effective and efficient identification and resolution of legal conflicts of interest. Prospective matters and/or new clients are tracked by this system so that we can quickly assess the existence of any such conflicts. The system is firm-wide and used by our attorneys, secretaries, paralegals and members of the support staff.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/01/2000

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Greenberg Traurig has over 1300 shareholders. No individual shareholder of Greenberg Traurig P.A. has more than .2% ownership.

iii) Name, address and position of all officers and directors of the company. If none, explain.

1 File(s) uploaded: Executive Officers 2025.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

4943

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Greenberg Traurig is recognized as a 2025 BTI "Best of the Best Recommended Law Firm" by general counsel for trust and relationship management, Greenberg Traurig is consistently ranked among the top firms on the Am Law Global 100, NLJ 500, and Law360 400. Greenberg Traurig is also known for its philanthropic giving, culture, innovation, and pro bono work. Web: www.gtlaw.com.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

58

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Greenberg Traurig, LLP has more than 3000 attorneys across 51 locations in the United States, Europe, the Middle East, Latin America, and Asia. The firm's broad geographic and practice range enables the delivery of innovative and strategic legal services across borders and industries.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Pillsbury Winthrop Shaw Pittman, LLP		
Contact Person	Richard P. Donohue, Esq.		
Address	31 West 52nd Street		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 858-1161		
Fax #			
E-Mail Address	richard.donoghue@pillsburylaw.com		

Company	Jones Lang Lasalle		
Contact Person	Judith Dever		
Address	200 E Randolph St Floor 43-48		
City	Chicago	State/Province/Territory	IL
Country	US		
Telephone	(312) 782-5800		
Fax #			
E-Mail Address	Judith.Dever@am.jll.com		

Company	TCW Group		
Contact Person	James Mercer, Litigation Counsel		
Address	865 South Figueroa Street		
City	Los Angeles	State/Province/Territory	CA
Country	US		
Telephone	(310) 245-6788		
Fax #			
E-Mail Address	James.Mercer@tcw.com		

I, Kathryn Cole , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kathryn Cole , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: Greenberg Traurig, LLP

Electronically signed and certified at the date and time indicated by:
Kathryn Cole KATY.COLE@GTLAW.COM

Shareholder
Title

10/23/2025
Date

Officers/Directors of Greenberg Traurig, P.A.- 333 SE 2nd Avenue, Suite 4400, Miami, FL 33131

Richard A. Rosenbaum, Executive Chairman
Brian L. Duffy, Chief Executive Officer
Michael J. Baum – Co-President
Ernest L. Greer – Co-President
Lori G. Cohen - Vice Chairman
Richard A. Edlin – Vice Chairman
Robert J. Ivanhoe - Vice Chairman
Paul J. Maher – Vice Chairman
Alan I. Annex - Vice Chairman
Michael T. Fishman - Vice Chairman
Fiona Adams - Executive Vice President
Scott J. Bornstein - Executive Vice President
Michelle Ferreira - Executive Vice President
Diane N. Ibrahim - Executive Vice President
Martin I. Kaminsky – Chief Legal Officer
Jeff E. Scott - General Counsel

also holding titles but not officers are:

Cesar Alvarez - Senior Chairman
Matthew B Gorson - Senior Chairman
Bradford Kaufman - Senior Chairman

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Greenberg Traurig, LLP

Address: 900 Stewart Ave, 5th FL

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Partnership (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Executive Officers 2025.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

There is no individual at Greenberg Traurig that owns 10% or more equity interest in the firm. Greenberg Traurig has over 1,300 shareholders.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Greenberg Traurig, PA owns 99% of Greenberg Traurig LLP. Greenberg Traurig is a partnership of two corporations, Greenberg Traurig, P.A., a Florida corporation incorporated in 1969 (99% ownership), and Greenberg Traurig of New York, P.C. (incorporated in 1994) (1% ownership).

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Kathryn Cole [KATY.COLE@GTLAW.COM]

Dated: 10/23/2025 01:34:55 pm

Title: Shareholder

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Officers/Directors of Greenberg Traurig, P.A.- 333 SE 2nd Avenue, Suite 4400, Miami, FL 33131

Richard A. Rosenbaum, Executive Chairman
Brian L. Duffy, Chief Executive Officer
Michael J. Baum – Co-President
Ernest L. Greer – Co-President
Lori G. Cohen - Vice Chairman
Richard A. Edlin – Vice Chairman
Robert J. Ivanhoe - Vice Chairman
Paul J. Maher – Vice Chairman
Alan I. Annex - Vice Chairman
Michael T. Fishman - Vice Chairman
Fiona Adams - Executive Vice President
Scott J. Bornstein - Executive Vice President
Michelle Ferreira - Executive Vice President
Diane N. Ibrahim - Executive Vice President
Martin I. Kaminsky – Chief Legal Officer
Jeff E. Scott - General Counsel

also holding titles but not officers are:

Cesar Alvarez - Senior Chairman
Matthew B Gorson - Senior Chairman
Bradford Kaufman - Senior Chairman

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Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Natoshia Baldwin state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Greenberg Traurig, LLP

Vendor's Address: 900 Stewart Avenue Garden City NY US 11530

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 10/23/2025 12:21:06 pm

Lobbyist Registration and Disclosure Form:
There are no certified Lobbyist Registration and Disclosure Forms for this organization.

Business History Form certified: 10/23/2025 01:29:11 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 10/23/2025 01:34:55 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Brian Duffy [DUFFYB@GTLAW.COM]
Date Certified	10/23/2025 12:23:25 pm

I, Natoshia Baldwin hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Natoshia Baldwin BALDWINN@GTLAW.COM

Name

Director of Contract Administration

Title

Greenberg Traurig, LLP

Name of Submitting Entity

02/10/2026 02:07:39 pm

Date

AMENDMENT NO. 5

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Greenberg Traurig, LLP**, with an office located at 900 Stewart Avenue, 5th Floor, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT23000011 between the County and Counsel, executed on behalf of the County on July 7, 2023, as amended by amendment one (1), County amendment number CLAT23000007, executed on behalf of the County on December 20, 2023, as amended by amendment two (2), County amendment number CLAT24000016, executed on behalf of the County on October 24, 2024, and as amended by amendment three (3), County amendment number CLAT25000006, executed on behalf of the County on July 17, 2025, and as amended by amendment four (4), County amendment number CLAT25000024, executed on behalf of the County on December 4, 2025 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from February 1, 2023, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Three Million Eight Hundred Seventy-Five Thousand Dollars ($3,875,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the Maximum Amount section of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Four Hundred Fifty-One Thousand ($451,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be Four Million Three Hundred Twenty-Six Thousand Dollars ($4,326,000.00) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

GREENBERG TRAURIG, LLP

By: Kathryn Cole

Name: Kathryn Cole

Title: Shareholder

Date: 12/8/25

NASSAU COUNTY

By: Thomas A. Adams

Name: Thomas A. Adams

Title: County Attorney

Date: December 8, 2025

NASSAU COUNTY

By:

Name:

Title: County Executive

☐ Deputy County Executive

ARTHUR T. WALSH
Chief Deputy County Executive

Date: 12/31/25

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 8th day of December in the year 2025 before me personally came Kathryn Cole to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Shareholder of County of Greenberg Training [illegible] described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

PAIGE BARTHOLOMEW
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02BA0023250
Qualified in Suffolk County
Commission Expires April 5, 2028

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 8th day of December in the year 2025 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **Nassau County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 31st day of December in the year 2025 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

TRICIA F. FORMATO
Notary Public, State of New York
No. 01FO6261797
Qualified in Nassau County
Commission Expires May 14, 2028

AMENDMENT NO. 4

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Greenberg Traurig, LLP**, with an office located at 900 Stewart Avenue, 5th Floor, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT23000011 between the County and Counsel, executed on behalf of the County on July 7, 2023, as amended by amendment one (1), County amendment number CLAT23000007, executed on behalf of the County on December 20, 2023, as amended by amendment two (2), County amendment number CLAT24000016, executed on behalf of the County on October 24, 2024, and as amended by amendment three (3), County amendment number CLAT25000006, executed on behalf of the County on July 17, 2025, (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from February 1, 2023, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Three Million Eight Hundred Seventy-Five Thousand Dollars ($3,875,000.00) (the "Maximum Amount"); and

WHEREAS, the hourly rates which the County agreed to reimburse Counsel for Services under the Original Agreement are as follows: Shareholders/Of Counsel $695.00; Associates $395.00; Paralegal $195.00;

WHEREAS, the County desires to amend the Payment section of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Payment. Section 3(a)(1) of the Original Agreement entitled "Amount of Consideration" is hereby amended by this Amendment (the "Amended Agreement"), so that the compensation for Services performed on or after November 1, 2025, whether in court or out of court, shall be paid in accordance with the following hourly rates:

(i) Shareholders	$895.00
(ii) Associates:	$595.00
(iii) Paralegals:	$390.00

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

GREENBERG TRAURIG, LLP

By: _____

Name: John P. McEntee

Title: Co-Managing Shareholder, LI Office

Date: 11-17-25

NASSAU COUNTY

By: _____

Name: Thomas A. Adams

Title: County Attorney

Date: Nov. 17, 2025

NASSAU COUNTY

By: _____

Name: ARTHUR T. WALSH

Title: ~~County Executive~~ Chief Deputy County Executive

□ Deputy County Executive

Date: 12-4-25

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 17th day of November in the year 2025 before me personally came John P. McEntee to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Co-Managing Shareholder of Greenberg Traurig, LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

PAIGE BARTHOLOMEW
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02BA0023250
Qualified in Suffolk County
Commission Expires April 5, 2028

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 17th day of November in the year 2025 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **Nassau County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 4th day of December in the year 2025 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Greenberg Traurig, LLP**, with an office located at 900 Stewart Avenue, 5th Floor, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT23000011 between the County and Counsel, executed on behalf of the County on July 7, 2023, as amended by amendment one (1), County amendment number CLAT23000007, executed on behalf of the County on December 20, 2023, and as amended by amendment two (2), County amendment number CLAT24000016, executed on behalf of the County on October 24, 2024 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from February 1, 2023, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Two Million Two Hundred Fifty Thousand Dollars ($2,250,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Million Six Hundred Twenty-Five Thousand Dollars ($1,625,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be Three Million Eight Hundred Seventy-Five Thousand Dollars ($3,875,000.00) (the "Amended Maximum Amount").

2. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Amendment. Counsel further acknowledges that the initial encumbrance shall be Seven Hundred Fifty Thousand Dollars ($750,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

GREENBERG TRAURIG, LLP

By: Kathryn C Cole

Name: Kathryn C. Cole

Title: Shareholder

Date: 2/13/25

NASSAU COUNTY

By: Thomas A Adams

Name: Thomas A Adams

Title: County Attorney

Date: Feb 21, 2025

NASSAU COUNTY

By: ARTHUR T. WALSH

Name: Chief Deputy County Executive

Title: County Executive

☐ Deputy County Executive

Date: 2-17-25

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 13th day of February in the year 2025 before me personally came Katy Cole to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Shareholder of Greenberg Traurig LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

PAIGE BARTHOLOMEW
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02BA0023250
Qualified in Suffolk County
Commission Expires April 5, 2028

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 21st day of February in the year 2025 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **Nassau County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 17 day of July in the year 2025 before me personally came Arthur T Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Chief Deputy **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Greenberg Traurig, LLP**, with an office located at 900 Stewart Avenue, 5th Floor, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT23000011 between the County and Counsel, executed on behalf of the County on July 7, 2023, as amended by amendment number CLAT23000007, executed on behalf of the County on December 20, 2023 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from February 1, 2023, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Million Dollars (1,000,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be Two Million Two Hundred Fifty Thousand Dollars ($2,250,000.000) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

GREENBERG TRAURIG, LLP

By: Kathryn C Cole

Name: Kathryn C. Cole

Title: Shareholder

Date: April 5, 2024

NASSAU COUNTY

By: Thomas A Adams

Name: Thomas A Adams

Title: County Attorney

Date: April 16, 2024

NASSAU COUNTY

By:

Name:

Title: County Executive

☐ Deputy County Executive

ARTHUR T. WALSH

Chief Deputy County Executive

Date: 10/24/24

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 5th day of April in the year 2024 before me personally came Kathryn C. Cole to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Shareholder of Greenberg Traurig, LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

John McEntee
NOTARY PUBLIC

JOHN P. MCENTEE
Notary Public, State of New York
No. 02MC6381215
Qualified in Nassau County
Commission Expires September 24, ~~2022~~ 2026

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 11th day of April in the year 2024 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **Nassau County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 24 day of October in the year 2024 before me personally came Arthur T Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Greenberg Traurig, LLP**, with an office located at 900 Stewart Avenue, 5th Floor, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT23000011 between the County and Counsel, executed on behalf of the County on July 7, 2023 (the "Original Agreement"), Counsel provides legal services to the County in connection with the case known as *Myers v. County of Nassau, Nassau County Civil Service Commission, and Nassau County Police Department,* Case No. 22-cv-7023, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from February 1, 2023, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Three Hundred Thousand Dollars ($300,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Nine Hundred Fifty Thousand Dollars ($950,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) (the "Amended Maximum Amount").

2. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that there shall be no encumbrance under this amendment. Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as a notice to proceed.

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

GREENBERG TRAURIG, LLP

By: _____
Name: John P. McEntee
Title: Co-Managing Shareholder
Date: September 13, 2023

NASSAU COUNTY

By: _____
Name: Thomas A. Adams
Title: County Attorney
Date: Sept 18, 2023

NASSAU COUNTY

By: _____
Name:
Title: County Executive

☐ Deputy County Executive

Date: ARTHUR T. WALSH
Chief Deputy County Executive
12-20-23

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 13 day of September in the year 2023 before me personally came John P. McEntee to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Co-Managing Shareholder of Greenberg Traurig LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ROSA PIPITONE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PI6227863
Qualified in Nassau County
Commission Expires September 7, 2026

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 18th day of September in the year 2023 before me personally came Thomas A. Adams to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 20 day of December in the year 2023 before me personally came Arthur T Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

TRICIA F. FORMATO
Notary Public, State of New York
No. 01FO6261797
Qualified in Nassau County
Commission Expires May 14, 2024

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Greenberg Traurig, LLP**, with an office located at 900 Stewart Avenue, 5th Floor, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, Counsel desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on February 1, 2023, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County in the case known as *Myers v. County of Nassau, Nassau County Civil Service Commission, and Nassau County Police Department,* Case No. 22-cv-7023, a potential class-action suit wherein Plaintiffs allege discriminatory hiring, unfair and improper practices, among other allegations against the Nassau County Police Department (the "Services"). Services under this Agreement shall include, but not be limited to, motion practice; pre-trial discovery; trial; appeals; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the above-described litigations.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Three Hundred Thousand Dollars ($300,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Shareholders/Of Counsel: $695.00

(ii) Associates: $395.00

(iv) Paralegals: $195.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such

appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall

comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended.

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services

described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified

Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and

obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any

way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-Three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

GREENBERG TRAURIG, LLP

By: John McEntee

Name: John P. McEntee

Title: Co-Managing Shareholder, LI Office

Date: 3-13-23

NASSAU COUNTY

By: Thomas A. Adams

Name: Thomas A. Adams
Title: County Attorney

Date: April 10, 2023

NASSAU COUNTY

By:

Name: ARTHUR T. WALSH
Title: ~~County Executive~~ Chief Deputy County Executive
□ Deputy County Executive

Date: 7-7-23

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 3rd day of March in the year 2023 before me personally came John P. McEntee to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Co-managing shareholder of Greenberg Traurig, LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Kathleen M Carney Cole
NOTARY PUBLIC

KATHLEEN M. CARNEY COLE
Notary Public, State of New York
No. 02CA6144921
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires May 1, 2028

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 10th day of April in the year 2023 before me personally came Thomas A Adams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 7 day of July in the year 2023 before me personally came Arthur T Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

ANTONIO J. COMPARETTO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6282907
Qualified in Nassau County
Commission Expires May 28, 20

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful,

the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand

dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The ~~chief executive officer~~ Co-Managing Shareholder of Contractor is:

John P. McEntee (Name)

900 Stewart Avenue, Suite 505, Garden City NY 11530 (Address)

516-629-9605 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to

the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

3-13-23
Dated

John McEntee
Signature of ~~Chief Executive Officer~~ Co-Managing Shareholder

John P. McEntee
Name of ~~Chief Executive~~ Officer Co-Managing Shareholder

Sworn to before me this

13th day of March, 2023

Kathryn M Carney Cole
Notary Public

KATHRYN M. CARNEY COLE
Notary Public, State of New York
No. 02CA6144921
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires May 1, 2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 1221 Brickell Avenue, Suite 1550 Miami, FL 33131 CN101232632--GAWU-25-26	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Greenberg Traurig, P.A. 333 SE 2nd Avenue - Ste 4400 Miami, FL 33131	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Federal Insurance Company — 20281 **INSURER B :** N/A — N/A **INSURER C :** Sentry Insurance Company — 24988 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** ATL-005982465-03 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			3606-93-23	05/01/2025	05/01/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		90-15448-001 (AOS)	05/01/2025	05/01/2026	X PER STATUTE [ ] OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)			90-15448-002 (WI)	05/01/2025	05/01/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Client matter number is: 215276.010100. Nassau County is included as additional insured where required by written contract with respect to General Liability.

CERTIFICATE HOLDER

Nassau County
One West Street
Mineola, NY 11501

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

Marsh USA LLC

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GREETRA-01 MALSBROOKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 353 N. Clark St., 11th Fl Chicago, IL 60654	CONTACT NAME: Andrew Ratner PHONE (A/C, No, Ext): (551) 697-5799 FAX (A/C, No): E-MAIL ADDRESS: Andrew.Ratner@alliant.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Columbia Casualty Company — 31127
INSURED Greenberg Traurig P.A. and its Affiliates 333 SE 2nd Avenue, Suite 4400 Miami, FL 33131	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Prof Liability			[redacted]	2/22/2026	2/22/2027	See Description	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Limits of Liability in excess of $40,000,000 Per Claim/$80,000,000 Aggregate claim made coverage afforded on a subscription basis by Insurer A and other participating companies

CERTIFICATE HOLDER

To Whom It May Concern

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

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) Greenberg Traurig LLP 200 Park Avenue Suite 14 New York, NY 10601 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 305-579-0500 1c. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau One West Street Mineola, NY 11501	3a. Name of Insurance Carrier Sun Life and Health Insurance Company (U.S.) 3b. Policy Number of Entity Listed in Box 1a 818794 3c. Policy Effective Period 05/01/2026 to 12/31/2026

4. Policy provides the following benefits:
   - [X] A. Both disability and Paid Family Leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid Family Leave benefits only.

5. Policy covers:
   - [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - [ ] B. Only the following class or classes of employer's employees:

_____

_____

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 01/15/2026 By *Christina Robinson*
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 866-247-6875 Name and Title Christina Robinson - Client Advocate Small Market

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note:** Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Certified: --

E-37-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE MARCH 2, 2026 4:17PM

NIFS ID: CLAT25000023

Capital:

Contract ID #: **CQAT19000013**

NIFS Entry Date: **10/28/2025**

Department: County Attorney

Service: **special counsel (Louann/DAF)**

Term: **June 21, 2019, to completion of services**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **JAS Legal P.C.** DBA: **Law Offices of Jonathan A. Sorkowitz**	ID#:**843328264**
Main Address: **480 Bedford Road, Suite 3201 Chappaqua, NY 10514**	
Main Contact: **Jonathan Sorkowitz**	
Main Phone: **(646) 493-9636**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street** **Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov,hoggeri@nassaucountyny.gov**

Contract Summary

Purpose: This is an amendment (3) to an existing outside counsel contract with the Law Offices of Jonathan A. Sorkowitz ("Counsel" or "Sorkowitz"), to expand the scope of services of the original agreement and amend the rates. The original agreement was for several matters involving property tax assessment, which includes Louann Associates LLC v. County of Nassau, et al., Index No. 600700/2023 (“Louann”) and Retail Property Trust v. Nassau, et al., Docket No. 17-cv-02193. This amendment adds additional Disputed Assessment Fund (“DAF”) related matters.

Procurement History: The original contract was entered into after the County Attorney’s Office ("Office") conducted a formal Request for Qualifications (“RFQ”) to identify eligible, experience legal counsel for a broad array of legal areas. After establishing a panel of qualified firms (“Panel”), the Office proceeded to conduct a mini-bid solicitation for proposals for special counsel. Due to the complex nature of the class action involved in the Hall, et al. v. Nassau County, et al., Docket No. 19-cv-00893 case, it was

determined that law firms with highly specialized legal knowledge and experience with this type of class action matter should be solicited. Proposals from three (3) firms were scored and ranked. The evaluation committee chose the firm of Wolf Haldenstein Adler Freeman & Herz LLP ("Wolf"). Regina, a key member in the County's defense in the matter, left the firm to form her firm Calcaterra Pollack LLP ("Calcaterra"), which became known as Calcaterra Law PC. As a result of her departure, and for continuity of service and knowledge of the matter, Wolf assigned the case to Calcaterra. Similarly, due to the retirement of Calcaterra, it was in the County's best interest to have Calcaterra assign the matters in this contract to Sorkowitz, since Sorkowitz was a subcontractor to the matters and had qualified in being added to the Panel.

Description of General Provisions: Counsel shall represent the County in the companion cases to Louann known as RVC Associates, LP v. Laura Curran, et al., Index No. 612347/2018 and 99 Lakeville Road Corp., v. The Board of Assessors, et al., Index No. 405752/2017, and other DAF matters as may be brought against the County and assigned to Counsel by the County Attorney or his designee, in their discretion, throughout the term of this Agreement.

Impact on Funding / Price Analysis: There will be no increase to the contract maximum amount, which is $1,525,000, or partial encumbrance. As of July 15, 2025, the hourly rates will be amended to $545 for partner, $352 for associate, and $150 for paralegal.

Change in Contract from Prior Procurement: This amendment increases the hourly rates and amends the services.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 10/17/2019

Original procurement method: RFQ; mini-bid

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
LIT	60	6000	DE	BULIT6000	DE502	BULIT6000 DE502	04	$0.01
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.01
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Mary Nori	12/01/2025 12:32PM	Approved
NIFS Final Approval	Mary Nori	12/01/2025 12:32PM	Approved
Final Approval	Mary Nori	12/01/2025 12:32PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	12/01/2025 04:23PM	Approved
RE & Insurance Verification	Grady Farnan	12/01/2025 12:51PM	Approved
NIFS Approval	Mary Nori	12/01/2025 05:02PM	Approved
Final Approval	Mary Nori	12/01/2025 05:02PM	Approved
OMB			
NIFS Approval	Raquel Rosen	12/01/2025 02:19PM	Approved
NIFA Approval	Irfan Qureshi	12/01/2025 03:57PM	Approved
Final Approval	Irfan Qureshi	12/01/2025 03:57PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	12/01/2025 05:05PM	Approved
DCE Compliance Approval	Robert Cleary	12/01/2025 05:20PM	Approved
Vertical DCE Approval	Arthur Walsh	01/21/2026 03:40PM	Approved
Final Approval	Arthur Walsh	01/21/2026 03:40PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/02/2026 04:03PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND JAS LEGAL P.C. (DBA LAW OFFICES OF JONATHAN A. SORKOWITZ)

WHEREAS, the County has negotiated an amendment to a personal services agreement with JAS Legal P.C., to provide professional legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an amendment to the agreement with JAS Legal P.C.

AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Law Offices of Jonathan A. Sorkowitz**, with an office located at 480 Bedford Road, Suite 3201, Chappaqua, New York 10514 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT19000013 between the County and Counsel, executed on behalf of the County on October 17, 2019, as assigned by Wolf Haldenstein Adler Freeman & Herz LLP to Calcaterra Pollack LLP, effective July 1, 2020, as amended by amendment one (1), County contract amendment number CLAT20000007, executed on behalf of the County on March 10, 2021, as amended by amendment two (2) and thereafter assigned by Calcaterra Pollack LLP to Calcaterra Law PC, County contract amendment number CLAT24000005, executed on behalf of the County on August 1, 2024, and as assigned by Calcaterra Law PC to Law Offices of Jonathan A. Sorkowitz, effective August 22, 2024 (the "Original Agreement"), Counsel provides legal services to the County in connection with several tax certiorari cases, which includes *Louann Associates LLC v. County of Nassau, et. al.*, Index No. 600700/2023 ("Louann Associates"), and which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from June 21, 2019, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Five Hundred Twenty-Five Thousand Dollars ($1,525,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the hourly rates and expand the scope of Services of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Services. The services to be provided by Counsel under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall include representing the County and named County defendants on additional Disputed Assessment Fund (hereinafter "DAF") law related matters, entitled *RVC Associates, LP v. Laura Curran, et al.*, Index No. 612347/2018 ("RVC Associates"), and *99 Lakeville Road Corp., v. The Board of Assessors, et al.*, Index No. 405752/2017 ("99 Lakeville Road"), tax certiorari cases that challenge taxes related to the DAF, including other DAF matters as may be brought against the County and assigned to Counsel by the County Attorney or his designee, in their discretion, throughout the term of this Agreement (the "Amended Services").

2. Payment. Section 3(a) of the Original Agreement entitled "Amount of Consideration" is hereby amended so that the compensation for Services shall be paid in accordance with the following schedule:

For *RVC Associates* and *99 Lakeville Road*, and for *Louann Associates,* commencing on July 15, 2025, the following hourly rates shall apply:

i.	Partner:	$545.00
ii.	Associate:	$352.00
iii.	Paralegal:	$150.00

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

LAW OFFICES OF JONATHAN A. SORKOWITZ

By: _____

Name: Jonathan A. Sorkowitz

Title: Principal Attorney

Date: July 30, 2025

NASSAU COUNTY

By: _____

Name: Thomas A. Adams

Title: County Attorney

Date: October 29, 2025

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 30th day of July in the year 2025 before me personally came Jonathan Sorkowitz to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Principal Attorney of Law Offices of Jonathan A. Sorkowitz the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

PETER J. CHO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CH6308766
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES JULY 28, 20 28

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 29th day of October in the year 2025 before me personally came Thomas A. Adams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Chief Deputy County Executive**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: JAS Legal P.C.

2. Amount requiring NIFA approval: $0.01

Amount to be encumbered: $0.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to June 21, 2019, to completion of services

Has work or services on this contract commenced? Yes

If yes, please explain: This amendment amends hourly rates and services.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an amendment (3) to an existing outside counsel contract with the Law Offices of Jonathan A. Sorkowitz ("Counsel" or "Sorkowitz"), to expand the scope of services of the original agreement and amend the rates. The original agreement was for several matters involving property tax assessment, which includes Louann Associates LLC v. County of Nassau, et al., Index No. 600700/2023 ("Louann") and Retail Property Trust v. Nassau, et al., Docket No. 17-cv-02193. This amendment adds additional Disputed Assessment Fund ("DAF") related matters.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 12/01/2025

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Jonathan A Sorkowitz [JSORKOWITZ@SORKOWITZLAW.COM]

Dated: 07/22/2025 04:20:19 pm

Vendor: Law Offices of Jonathan A. Sorkowitz

Title: Principal Attorney

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Jonathan A Sorkowitz

Date of birth: [redacted]

[redacted]

[redacted]

Country: US

Business Address: 480 Bedford Road, Suite 3201

City:	Chappaqua	State/Province/ Territory:	NY	Zip/Postal Code:	10514
Country	US				
Telephone:	6464939636				

Other present address(es):

City:		State/Province/ Territory:	NY	Zip/Postal Code:	
Country:	US				
Telephone:					

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	10/10/2019
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	10/10/2019
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

I am the sole owner of JAS Legal P.C. d/b/a Law Offices of Jonathan A. Sorkowitz. It is my solo legal practice. As detailed in my response to RFQ AT03302211, I anticipate working with subcontractors to provide staff and attorney support on County matters.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Jonathan A Sorkowitz , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jonathan A Sorkowitz , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Law Offices of Jonathan A. Sorkowitz

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jonathan A Sorkowitz JSORKOWITZ@SORKOWITZLAW.COM

Principal Attorney

Title

07/22/2025 04:23:32 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 01/17/2025

1) Proposer's Legal Name: JAS Legal P.C. d/b/a Law Offices of Jonathan A. Sorkowitz

2) Address of Place of Business: 480 Bedford Road, Suite 3201

City: Chappaqua State/Province/ Territory: NY Zip/Postal Code: 10514

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number:

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

The Firm conducts a conflict check before onboarding any new matter by searching its files for the names of any pertinent individuals and entities and via a manual review of all Firm matters. Since the Firm is a solo practice which has only existed since April 1, 2020, manual review of all Firm matters when a new case is onboarded is achievable. LOJAS has also discussed the representation of Nassau County with its anticipated subcontractor Withers, and the Withers firm has run an electronic conflict check to ensure that no conflicts exist.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

10/10/2019

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Jonathan A. Sorkowitz, Law Offices of Jonathan A. Sorkowitz, 480 Bedford Rd., Suite 3201, Chappaqua, New York 10514 (sole owner and Principal Attorney)

iii) Name, address and position of all officers and directors of the company. If none, explain.

Jonathan A. Sorkowitz, Law Offices of Jonathan A. Sorkowitz, 480 Bedford Rd., Suite 3201, Chappaqua, New York 10514 (sole owner and Principal Attorney)

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

1

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Please see experience and representative matters submitted in connection with response to RFQ AT0330-2211 (Special Counsel to the County of Nassau).

viii) Copies of all state and local licenses and permits.

2 File(s) uploaded: Attorney Online Services - Details.pdf, Jonathan A. Sorkowitz # 335309 - Attorney Licensee Search.pdf

B. Indicate number of years in business.

4

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Please see experience and representative matters being submitted in connection with response to RFQ AT0330-2211 (Special Counsel to the County of Nassau).

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Calcaterra Law P.C.
Contact Person	Regina Calcaterra

Address	1140 Avenue of the Americas		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 899-1766		
Fax #			
E-Mail Address	rc@calcaterralaw.com		

Company	Hagens Berman Sobol Shapiro LLP		
Contact Person	Leonard W. Aragon		
Address	11 W. Jefferson		
City	Phoenix	State/Province/Territory	AZ
Country	US		
Telephone	(602) 840-5900		
Fax #			
E-Mail Address	leonarda@hbsslaw.com		

Company	Hecht Partners LLP		
Contact Person	Andrew Lorin		
Address	125 Park Avenue, 25th Fl.		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 851-6821		
Fax #			
E-Mail Address	alorin@hechtpartners.com		

I, Jonathan A Sorkowitz , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jonathan A Sorkowitz , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Law Offices of Jonathan A. Sorkowitz

Electronically signed and certified at the date and time indicated by:
Jonathan A Sorkowitz JSORKOWITZ@SORKOWITZLAW.COM

Principal Attorney
Title

07/22/2025
Date

New York State Unified Court System

Attorney Online Services - Search

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Attorney Detail Report *as of 07/02/2024*

Registration Number:	4768024
Name:	JONATHAN ANDREW SORKOWITZ
Business Name:	Law Offices of Jonathan A. Sorkowitz
Business Address:	[redacted] (Westchester County)
Business Phone:	(646) 493-9636
Email:	JSORKOWITZ@SORKOWITZLAW.COM
Date Admitted:	05/05/2010
Appellate Division Department of Admission:	2nd
Law School:	UNIVERSITY OF PENNSYLVANIA LAW SCHOOL
Registration Status:	Attorney - Currently Registered
Next Registration:	Oct 2024

Disciplinary History

No record of public discipline

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the Appellate Divisions of the Supreme Court in New York is available at www.nycourts.gov/courts.

Attorney Services

Close

The State Bar of California

Jonathan A. Sorkowitz #335309
License Status: Active

Address: Law Offices of Jonathan A. Sorkowitz, 480 Bedford Rd Ste 3201, Chappaqua, NY 10514-1726
Phone: 646-493-9636 | Fax: 914-639-9004
Email: **jsorkowitz@sorkowitzlaw.com** | Website: Not Available

More about This Attorney

The table below shows an attorney's license status changes, disciplinary actions, and administrative actions. Some administrative suspensions are subject to automatic removal from the attorney profile page pursuant to the State Bar's **policy on removal of administrative actions**. Administrative suspensions are non-disciplinary actions resulting from noncompliance with administrative requirements, such as the requirement to pay licensing fees or comply with Minimum Continuing Legal Education. Administrative suspensions that meet the criteria in the State Bar's policy on removal of administrative actions would not be displayed below.

Date	License Status	Discipline	Administrative Action
Present	Active		
2/4/2021	Admitted to the State Bar of California		

Additional Information:

- **About the disciplinary system**

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: JAS Legal P.C. d/b/a Law Offices of Jonathan A. Sorkowitz

Address: 480 Bedford Road, Suite 3201

City: Chappaqua State/Province/Territory: NY Zip/Postal Code: 10514

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Single-shareholder Professional Corporation (solo legal practice)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

I, Jonathan A. Sorkowitz, am the sole owner of JAS Legal P.C. d/b/a Law OFfices of Jonathan A. Sorkowitz. It is my solo legal practice. As detailed in my response to RFQ AT0330-2211, I plan to use subcontractors for attorney and staff support on County matters.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Jonathan A Sorkowitz [JSORKOWITZ@SORKOWITZLAW.COM]

Dated: 07/22/2025 04:29:14 pm

Title: Principal Attorney

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment") is made as of the 22nd day of August 2024 by and between **Calcaterra Law PC**, formerly known as **Calcaterra Pollack LLP, ("Assignor"),** having an office located at 1140 Avenue of the Americas, 9th Floor, New York, New York 10036, and **Law Offices of Jonathan A. Sorkowitz ("Assignee"),** having an office located at 7 Skyline Drive, Suite 350, Hawthorne, New York 10532.

WITNESSETH:

WHEREAS, Assignor and COUNTY OF NASSAU ("County") entered into the following contracts, CQAT20000009 executed by the County on March 23, 2021, and CQAT19000013 executed by the County on October 17, 2019, as amended by Amendment 1, CLAT20000007, and Amendment 2, CLAT24000005 (collectively the "Agreements"), to represent the County and/or such other party as the County may be required to defend, in various matters, as requested by the County Attorney, which services are more fully described in the Original Agreements (the services contemplated by the Agreements, the "Services"); and

WHEREAS, the Calcaterra Law PC ("Assignor") founder, Regina Calcaterra, retired her law firm as of August 21, 2024; and

WHEREAS, Regina Calcaterra was the lead attorney handling the County's defense while with Assignor; and

WHEREAS, due to the retirement of Calcaterra Law PC, Assignor now desires to assign the Agreements, as listed on Appendix A, attached hereto and made a part hereof, originally handled by Assignor, to the Assignee, as more fully provided below; and

WHEREAS, Section 12 of the Original Agreements permit assignments of the Original Agreement with the County's prior written consent.

NOW THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does hereby assign to Assignee all of its right, title and interest to the cases listed in Appendix A, attached hereto and made a part hereof, effective as of August 22, 2024. Invoices for services rendered up to and including August 21, 2024, shall be paid to Assignor. Invoices for services starting August 22, 2024, shall be paid to the Assignee.

2. Assumption. The Assignee hereby assumes all the obligations (including hourly rates) of the Assignor on its part to be performed under the Agreement.

3. Subcontractor. The County authorizes Assignee to subcontract with members of the Withers Bergman, LLP firm, with an office located at 430 Park Avenue, 10th Floor, New York, New York 10022 3505, in the performance of his Services. Compensation for such legal services shall be paid at an hourly rate not to exceed:

(i)	Partner-Level Attorneys	$445.00
(ii)	Associates	$252.00

Assignee is and shall remain primarily liable for the successful completion of all Services in accordance with this Assignment. Nothing in this Assignment or otherwise shall create any contractual relationship between the County and the Assignee's subcontractor(s). The Assignee agrees to be fully responsible to the County for the acts and omissions of its subcontractor(s). The Assignee's obligation to pay its subcontractor(s) is an independent obligation from the County's obligation to make payments to the Assignee. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Assignee subcontractor(s). The fees payable by the County to the Assignee for the subcontractor work shall be as provided above, and within the Maximum Amount, provided that such fees paid by the County to Assignee for subcontractor services shall not exceed the actual fees of this Assignment, nor exceed the actual fees that the Assignee pays to Withers Bregman LLP for such subcontractor work.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements to be performed wholly therein.

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APPENDIX A

1. HALL v. COUNTY OF NASSAU, DEPARTMENT OF ASSESSMENT OF NASSAU COUNTY, ASSESSMENT REVIEW COMMISSION OF NASSAU COUNTY, et. al., Index Number 19-cv-00893. **(County Contract # CQAT19000013)**

2. LOUANN ASSOCIATES LLC v. COUNTY OF NASSAU, et. al., Index Number 600700/2023. **(County Contract # CQAT19000013)**

3. RETAIL PROPERTY TRUST v. COUNTY OF NASSAU, et. al., Docket Number 17-cv-02193. **(County Contract # CQAT19000013)**

4. SEAN M. MCCARTHY v. COUNTY OF NASSAU, NASSAU COUNTY DEPARTMENT OF ASSESSMENT, ASSESSMENT REVIEW COMMISSION, LAURA CURRAN, individually and in her official capacity as County Executive, DAVID F. MOOG, in his official capacity as County Assessor for Nassau County, TOWN OF OYSTER BAY, AND PLAINEDGE UNION FREE SCHOOL DISTRICTS, Nassau County Supreme Court, Index No. 607458/2020. **(County Contract # CQAT20000009)**

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first above written.

ASSIGNOR: **CALCATERRA LAW PC**

By: _____
Name: Regina Calcaterra
Title: Sole Shareholder

ASSIGNEE: **LAW OFFICES OF JONATHAN A. SORKOWITZ**

By: _____
Name: Jonathan A. Sorkowitz
Title: Principal Attorney

CONSENTED TO:

COUNTY OF NASSAU

By: _____
Name: Thomas A. Adams
Title: County Attorney
Date: Oct. 17, 2024

By: _____
Name: _____
Title: Chief Deputy County Executive
Date: 12/31/24

ARTHUR T. WALSH
Chief Deputy County Executive

STATE OF NEW YORK)

COUNTY OF ~~NASSAU~~ Suffolk)

On the 15 day of October in the year 2024 before me personally came Regina Marie Calcaterra to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk ; that ~~he~~ or she is the Assignor of Calcaterra Law PC the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DIANA FRANKE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 05FR6288691
Qualified in Suffolk County
My Commission Expires September 09, 2025

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

)ss.:

COUNTY OF NASSAU)

On the 9 day of October in the year 2024 before me personally came Jonathan Sorkowitz to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester ; that he or she is the Principal Attorney of Law offices of Jonathan A. Sorkowitz the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

PETER J. CHO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CH6308765
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES JULY 28, 2026

STATE OF NEW YORK)

)ss.:

On the 17th day of October in the year 2024 before me personally came Thomas A. Adams to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is **County Attorney** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 2nd day of January in the year 2025 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this 'Amendment') dated as of the date that this Amendment is executed by Nassau County (the 'Effective Date'), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the County), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the Department), and (ii) **Calcaterra Law PC** (formerly known as Calcaterra Pollack LLP), with an office located at 1140 Avenue of the Americas, 9th Floor, New York, New York 10036 ("Calcaterra" or "Counsel"). .

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT19000013 between the County and Wolf Haldenstein Adler Freeman & Herz LLP to Calcaterra Pollack LLP ("Wolf"), executed on behalf of the County on October 17, 2019, as amended and assigned by Wolf to Calcaterra Pollack LLP, amendment number CLAT20000007, executed on behalf of the County on March 10, 2021 (the "Original Agreement") Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from June 21, 2019, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Two Hundred Seventy-Five Thousand Dollars ($1,275,000.00) ('Maximum Amount'); and

WHEREAS, the County desires to amend the Original Agreement by increasing the Maximum Amount and expanding the scope of Services.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount of the Original Agreement for Services shall be increased by Two Hundred Fifty Thousand Dollars ($250,000.00) ("Amendment Maximum Amount"), so that maximum amount the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be One Million Five Hundred Twenty-Five Thousand Dollars ($1,525,000.00) (the "Amended Maximum Amount").

2. Services. The services to be provided by Counsel under this Amendment shall include representing the County in the class-action property tax assessment proceeding entitled *Louann Associates LLC v. County of Nassau*, et al., Index No. 600700/2023 that challenges the 2014 Disputed Assessment Fund law, and *Retail Property Trust v. Nassau*, et. al., Docket No. cv-02193-JS-AYS, an AISE litigation wherein the requirements of Nassau County Local law to file AISE statements with Nassau County Assessor are being challenged on allegations of several constitutional law violations ("the Services") (the "Amended Agreement").

3. Partial Encumbrance. Counsel acknowledges that County will partially encumber funds to be applied towards the Maximum Amount throughout the term of this Agreement. Counsel further

acknowledges that the initial encumbrance shall be Eighty Thousand Dollars ($80,000.00), thereafter the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

CALCATERRA LAW PC

By: _____
Name: Regina Calcaterra
Title: Owner
Date: 3-4-24

NASSAU COUNTY

By: _____
Name: Thomas A. Adams
Title: County Attorney

Date: March 14, 2024

NASSAU COUNTY

By: _____
Name: ARTHUR T. WALSH
Title: ☐ County Executive
☐ Deputy County Executive
Chief Deputy County Executive

Date: 8/12/24

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ Suffolk)

On the 4 day of March in the year 2024 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Firm Owner, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

_____
NOTARY PUBLIC

Richard D. Noncarrow
Notary Public, State of New York
No. 01NO6224106
Qualified in Suffolk County
My Commission Expires June 21, 2026

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 14th day of March in the year 2024 before me personally came Thomas A. Adams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Attorney, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

_____
NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1st day of August in the year 2024 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Wolf Haldenstein Adler Freeman & Herz LLP**, with an office located at 270 Madison Avenue, New York, New York 10016 ("Wolf"), and (iii) **Calcaterra Pollack LLP**, with an office located at 1140 Avenue of the Americas, 9th Floor, New York, New York 10036 ("Calcaterra" or "Counsel").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT19000013 between the County and Wolf, executed on behalf of the County on October 17, 2019 (the "Original Agreement"), Wolf provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from June 21, 2019 until the completion of Services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, Wolf represents the County in the class action litigation known as *Hall v. Nassau County, Department of Assessment of Nassau County, Assessment Review Commission of Nassau County, et. al., Index No.:19-CV-893* (the "Hall Litigation"); and

WHEREAS, Regina Calcaterra, a key member in the County's defense in the Hall Litigation, has left Wolf to form the firm Calcaterra; and

WHEREAS, as a result of Regina Calcaterra's departure, Wolf now desires to assign the Hall Litigation and this Agreement to Calcaterra; and

WHEREAS, Section 12 of the Original Agreement permits an assignment of the Original Agreement with the County's prior written consent; and

WHEREAS, further, the parties now desire to amend the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Amended Term. The Original Term shall be amended so that the term of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall commence on May 7, 2019 and shall terminate upon the completion of Services, unless sooner terminated in accordance with the provisions of the Original Agreement.

2. Assignment. Wolf hereby assigns and conveys the Original Agreement, and all of Wolf's right, title, interests and obligations in, to and under the Original Agreement to Calcaterra, effective as of July 1, 2020, and Calcaterra hereby agrees to accept such assignment and conveyance, and for all intents and purposes Calcaterra shall be deemed

Counsel under the Original Agreement as if originally set forth therein. ***By execution of this Amendment, the County hereby consents to such Assignment.***

3. Payment. (a) Amount of Consideration. For the period May 7, 2019 through June 30, 2020, the hourly rates provided under Section 3(a)(1) of the Original Agreement shall remain in effect. Effective July 1, 2020, compensation for Services performed under this Amended Agreement shall be paid at the following reduced hourly rates:

(i) Partner:	$445.00
(ii) Associate:	$252.00
(iii) Paralegal:	$121.00
(iv) Intern:	$31.00

4. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

6. (f) Vendor Code of Ethics. By executing this Agreement, Counsel hereby certifies and covenants that:

(i) Counsel has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of Counsel's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) Counsel will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) Counsel will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period Counsel is required to retain other records pertinent to performance under this Agreement; and

(vi) Counsel has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP

By: _____
Name: Mark C. Rifkin
Title: Partner
Date: 6/22/20

CALCATERRA POLLACK LLP

By: _____
Name: Regina Calcaterra
Title: Partner
Date: 6/19/2020

NASSAU COUNTY

By: _____
Name: JAMES KAISCHAU
Title: County Attorney
Date: 6/26/2020

NASSAU COUNTY

By: _____
Name: Helena Williams
Title: ☐ County Executive
☐ Deputy County Executive
Date: 3/10/21

PLEASE EXECUTE IN **BLUE** INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ New York)

On the 18th day of June in the year 2020 before me personally came Regina Calcaterra to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Partner of Calcaterra Pollack LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Janine Pollack
NOTARY PUBLIC
Made pursuant to Executive Order 202.7.

JANINE POLLACK
Notary Public, State of New York
No. 02PO5077174
Qualified In New York County
Commission Expires May 5, 20 23

STATE OF NEW YORK)
New York)ss.:
COUNTY OF ~~NASSAU~~)

On the 22nd day of June in the year 2020 before me personally came Mark O'Brien to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ~~[illegible]~~; that he or she is the Partner of ~~Wolf Haldenstein Adler~~ Freeman & Herz LLP the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DANIEL TEPPER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02TE6140983
Qualified in Westchester County
Commission Expires April 27, 2022

Made pursuant to Executive order 202.7

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 26th day of June in the year 2020 before me personally came Jared A. Kasschau to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Attorney of Nassau County the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MARY J. NORI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02NO6266941
Qualified in Nassau County
Commission Expires August 6, ~~2016~~ 2020

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STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 10 day of March in the year 2021 before me personally came Helena Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2024
COMMISSIONED IN NASS COUNTY

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Wolf Haldenstein Adler Freeman & Herz LLP**, with an office located at 270 Madison Avenue, New York, New York 10016 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. Once the Agreement becomes effective, the term shall commence as of the date the Agreement was executed by Counsel, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of the representation of Nassau County related to the class action case assigned to Counsel, entitled: *Hall v. Nassau County, Department of Assessment of Nassau County, Assessment Review Commission of Nassau County, et. al., Index No.:19-CV-893* (the "Services"). Services under this Agreement shall include, but not be limited to, motion practice; pre-trial work; discovery; class certification; motion to dismiss; trial; appeals; transactional related issues, and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of One Million Two Hundred Seventy-Five Thousand Dollars ($1,275,000.00) ("Maximum Amount"), provided that the parties to this Agreement may agree to increase the Maximum Amount in accordance with the procedures outlined in the Guidelines. Any increase to the Maximum Amount shall be subject to a formal written amendment fully approved and executed by both parties, including approval by the Rules Committee of the County Legislature. Compensation for professional services

shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:	$495.00
(ii) Of Counsel:	$325.00
(ii) Associate:	$280.00
(iii) Paralegal:	$135.00
(iv) Interns:	$35.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be Three Hundred Eighty-Two Thousand Dollars ($382,000.00). Thereafter, the Department shall notify Counsel of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense; (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the

right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the

Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the dates appearing below their respective signatures.

WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP

By: Peter C. Harrar

Name: Peter C. Harrar

Title: Managing Partner

Date: June 21, 2019

NASSAU COUNTY

By:

Name: JARED A. KASSCHAU

Title: County Attorney

Date: 6/24/2019

NASSAU COUNTY

By: Helena Williams

Name: Helena Williams

Title: County Executive

☐ Deputy County Executive

Date: 10-17-19

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 21st day of June in the year 2019 before me personally came Peter C. Harrar to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Fairfield; that he or she is the Managing Partner of Wolf Haldenstein Adler Freeman & Herz LLP the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DANIEL TEPPER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02TE6140983
Qualified in Westchester County
Commission Expires April 27, 2022

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 24th day of June in the year 2019 before me personally came **Jared A. Kasschau** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **Nassau County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2023

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 17 day of October in the year 2019 before me personally came Helene Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2020
COMMISSIONED IN NASS COUNTY

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency

that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond

to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

I. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs

part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Peter C. Harrar (Name)

Wolf Haldenstein Adler Freeman & Herz LLP
270 Madison Avenue
New York, NY 10016 (Address)

212-545-4600 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

June 21, 2019
Dated

Peter C. Harrar
Signature of Chief Executive Officer

Peter C. Harrar
Name of Chief Executive Officer

Sworn to before me this
21st day of June, 2019.

Notary Public

DANIEL TEPPER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02TE6140983
Qualified in Westchester County
Commission Expires April 27, 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS 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	CONTACT NAME:	
MILLER & MILLER INSURANCE AGCY/PHS 16162627 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
JAS Legal, P.C. Law Offices of DBA Jonathan A. Sorkowitz 123 PALMER LN THORNWOOD NY 10594-2208	INSURER A : Hartford Underwriters Insurance Company	30104
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		16 SBA BH5NYB	07/03/2025	07/03/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y/N** [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

CERTIFICATE HOLDER

Nassau County
1 WEST ST
MINEOLA NY 11501

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

Susan L. Castaneda

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LAW OFFICES OF JONATHAN A. SORKOWITZ
7 Skyline Drive, Suite 350
Hawthorne, New York 10532
Tel.: (646) 493-9636
Fax: (914) 639-9004
jsorkowitz@sorkowitzlaw.com
www.sorkowitzlaw.com

October 23, 2024

Mary Nori
Anthony Caruso
Grady Farnan
Office of the Nassau County Attorney

Via Email and Vendor Portal

Re: Law Offices of Jonathan A. Sorkowitz Assignment Agreement (CQAT19000013 and CQAT20000009)

Dear Mary, Anthony, and Grady,

This letter responds to Anthony's and Grady's emails to me of October 16 relating to the assignment of County Contracts # CQAT19000013 and CQAT20000009.

Anthony asked that I explain why my firm is not providing Worker's Compensation and Disability and Paid Family Leave Benefits insurance certificates in addition to the Professional Liability and Commercial General Liability certificates I have already provided.

Answer: Law Offices of Jonathan A. Sorkowitz is a solo practice. I am the only owner, the only officer (my title is Principal Attorney), and the only employee. One-person owned corporations in which an individual owns all of the stock and holds all offices of the corporation, and which have no employees, are not required to carry Worker's Compensation or Disability and Paid Family Leave Benefits coverage under New York law, and Law Offices of Jonathan A. Sorkowitz does not carry those two lines of coverage.

As the County Attorney's Office is aware, in undertaking these contracts, I have a subcontractor/co-counsel, Withers Bergman LLP, providing staff and logistical support and additional attorney support.

Grady asked that I provide Professional Liability, Commercial General Liability, Worker's Compensation and Disability and Paid Family Leave Benefits insurance certificates for Withers Bergman LLP.

Answer: Those certificates are attached to this letter.

Please do not hesitate to contact me if you have any questions.

Sincerely,



Jonathan A. Sorkowitz

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER McGowan & Company, Inc. 20595 Lorain Road Fairview Park, Ohio 44126	**CONTACT NAME:** Rachel Deuring **PHONE (A/C, No, Ext):** 440-333-6300 **FAX (A/C, No):** **E-MAIL ADDRESS:** rdeuring@mcgowanprograms.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
	INSURER A : Kinsale
INSURED Law Offices of Jonathan A. Sorkowitz 7 Skyline Dr., Suite 350 Hawthorne, NY 10532	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
X	Errors & Omissions			0100293724-1	04/5/2025	04/5/2026	Limit Per Claim	$1,000,000.00
							Aggregate	$1,000,000.00
							Deductible	$10,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Professional Liability E&O Insurance-Claims made policy

Please note this certificate is for informational purposes only and does not change the terms and conditions of the policy.

CERTIFICATE HOLDER

Nassau County
1 West St.
Mineola, NY 11501

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



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24-26 UPDATED VERSION

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 FEB -6 P 3:45

24-26

BRUCE BLAKEMAN
County Executive

NASSAU COUNTY
New York

Staff Summary 2026

Date: 2/03/2026	**Legislation Type:** Local Law
Dept: County Executive **Dept Head:** Bruce Blakeman **Dept Contact:** Arthur Walsh **Dept Head Signature:**	**Subject:** Property Tax Exemption for Surviving Spouses of Police Officers Killed in Line of Duty

Internal Approvals

County Executive/Deputy:	AW	**County Attorney:**	KH
Budget:		**Legislative Affairs:**	CGL

Purpose:

To establish a real property tax exemption for surviving spouses of police officers killed in the line of duty.

Discussion:

Section 471 of the NYS Real Property Tax Law (RPTL) authorizes and empowers local government entities to pass a local law to provide a real property tax exemption for the surviving spouses of police officers killed in the line of duty. Pursuant to Section 471, real property owned by a surviving spouse of a police officer killed in the line of duty, and constituting the primary residence of such surviving spouse, shall be exempt from taxation to the extent of fifty percent (50%) of the assessed valuation thereof, after the local legislative body passes a local law to opt into the provisions of Section 471 of the RPTL.

Impact on Funding:

None.

Recommendation:

Approve as submitted.

RECEIVED
NASSAU COUNTY
OFFICE OF THE LEGISLATURE
2026 FEB -6 P 3:45

BRUCE A. BLAKEMAN
County Executive

THOMAS A. ADAMS
County Attorney

County of Nassau
Inter-Departmental Memo

To: **Clerk of the County Legislature**

From: **County Attorney**

Date: **February 3, 2026**

Subject: **LOCAL LAW - ORIG. DEPT. – Office of County Executive**

A LOCAL LAW TO ESTABLISH A REAL PROPERTY TAX EXEMPTION FOR SURVIVING SPOUSES OF POLICE OFFICERS KILLED IN THE LINE OF DUTY.

The above-described document is forwarded for your review and approval and subsequent transmittal to the County Legislature for inclusion upon its calendar.

THOMAS A. ADAMS
County Attorney

By: Kevin Hardiman
Deputy County Attorney
Legal Counsel Bureau

Attachments

Submitted by the County Executive and Introduced by: Presiding Officer Howard J. Kopel, Deputy Presiding Officer Thomas McKevitt, Alternate Deputy Presiding Officer Michael Giangregorio, and Legislators Patrick Mullaney, John J. Giuffrè, Scott Strauss, Mazi Melesa Pilip, Kayla Knight, Rose Marie Walker, Samantha Goetz and James Kennedy

PROPOSED LOCAL LAW NO. -2026

A LOCAL LAW TO ESTABLISH A REAL PROPERTY TAX EXEMPTION FOR SURVIVING SPOUSES OF POLICE OFFICERS KILLED IN THE LINE OF DUTY.

APPROVED AS TO FORM

Deputy County Attorney

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 FEB -6 P 3:45

WHEREAS, Section 471 of the New York State Real Property Tax Law establishes a real property tax exemption for surviving spouses of police officers killed in the line of duty; and

WHEREAS, Section 471 requires local governing bodies to pass a local law, notwithstanding any other provision of law, to opt into the tax exemption permitted under Section 471; now, therefore

BE IT ENACTED by the County Legislature of the County of Nassau as follows:

Section 1. Short title.

This law shall be known as the "Surviving Spouse Real Property Tax Exemption Act" and shall appear in the Miscellaneous Laws of Nassau County as Title 94.

§ 2. The County of Nassau hereby adopts the real property tax exemption provisions of Section 471 of the New York State Real Property Tax Law in their entirety, notwithstanding any other provision of law. Real property owned by a surviving spouse of a police officer killed in the line of duty, and constituting the primary residence of such surviving spouse shall be exempt from taxation to the extent of fifty per centum (50%) of the assessed valuation thereof. This Title shall be deemed to have been in full force and effect on and after January 1, 2026 and shall apply to taxable status dates occurring on or after such date.

§ 3. Severability. If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 4. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5(c)(26) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 5. This local law shall take effect immediately.

Submitted by the County Executive and Introduced by: Presiding Officer Howard J. Kopel, Deputy Presiding Officer Thomas McKevitt, Alternate Deputy Presiding Officer Michael Giangregorio, and Legislators Patrick Mullaney, John J. Giuffrè, Scott Strauss, Mazi Melesa Pilip, Kayla Knight, Rose Marie Walker, Samantha Goetz and James Kennedy

LOCAL LAW NO. -2026

A LOCAL LAW TO ESTABLISH A REAL PROPERTY TAX EXEMPTION FOR SURVIVING SPOUSES OF POLICE OFFICERS KILLED IN THE LINE OF DUTY.

APPROVED AS TO FORM

Deputy County Attorney

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 FEB -6 P 3:45

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§ 5. This local law shall take effect immediately

Amendment in the Nature of a Substitution – Clerk Item 25-26

Introduced by: Legislator Samantha Goetz

Co-Sponsored by: Presiding Officer Howard J. Kopel, Deputy Presiding Officer Thomas McKevitt, Alternate Deputy Presiding Officer Michael Giangregorio, and Legislators Patrick Mullaney, John J. Giuffre, Scott Strauss, Mazi Melesa Pilip, Kayla Knight, Rose Marie Walker, and James Kennedy

LOCAL LAW NO. ____

A LOCAL LAW TO AMEND TITLE 86 OF THE MISCELLANEOUS LAWS OF NASSAU COUNTY REGARDING THE PROHIBITION ON THE INHUMANE RESTRAINT OF PETS

APPROVED AS TO FORM
Majority Counsel

BE IT ENACTED by the County Legislature of the County of Nassau as follows:

Section 1. §3(a)(3) of Title 86 of the Miscellaneous Laws of Nassau County, known as the "Tethering Law", shall be amended as follows:

(3) Confines the animal outdoors when:

i. The temperature is below 35 degrees Fahrenheit;

ii. The temperature is above 85 degrees Fahrenheit; or

iii. The National Weather Service has issued a heat or wind chill advisory, watch or warning.

iv. <u>Conditions are not appropriate due to the breed, physical condition and climate, as established pursuant to New York State Agricultural and Markets Law § 353-b.</u>

§2. §3(c) of Title 86 of the Miscellaneous Laws of Nassau County, known as the "Tethering Law", shall be amended as follows:

c. No person shall tether, leash, fasten, secure, retrain, chain or tie an animal to any stationary object outdoors for more than 1 (one) hour in any 12 (twelve) hour period [.], and such action shall be prohibited between the hours of 11:00 P.M. and 6:00 A.M.

d. No person shall tether, leash, fasten, secure, retrain, chain or tie an animal to any stationary object outdoors if the animal is:

(1) Less than six months of age;

(2) Sick or injured;

(3) A nursing mother whose offspring is present.

e. Multiple animals shall not be tethered or restrained in such a manner that they are able to come into contact with one another at any point in time while restrained.

f. No person shall tether an animal to any stationary object outdoors unless such person remains on the premises where the animal is tethered.

§3. §4. of Title 86 of the Miscellaneous Laws of Nassau County, known as the "Tethering Law", shall be amended as follows:

§4. Penalties.

a. Any Person who violates this Title shall be guilty of a [violation] misdemeanor and subject to a maximum fine of $500 for any first offense and/or imprisonment for up to 15 days. A second violation of this Title shall be a [violation] misdemeanor and subject to a maximum fine of $750 and/or imprisonment up to 30 days. Any third or subsequent violation of this Title by a person shall be guilty of a misdemeanor, punishable by imprisonment not to exceed one year, or by a fine of not more than $1000 or both.

b. Any Person found guilty of an offense pursuant to this title may be subject to forfeiture of the animal at the discretion of the court which so adjudicates their guilt.

§4. §6. of Title 86 of the Miscellaneous Laws of Nassau County, known as the "Tethering Law", shall be amended as follows:

[This Local Law shall not apply in any Town, City or Village that has adopted substantially similar local legislation.] This Title shall have no effect in any Town, City or Village located within

the County of Nassau which has enacted an ordinance, resolution or law regulating the restraint of animals within its jurisdiction, unless the Town, City or Village ordinance, resolution or law expressly provides and allows for the enforcement of this article within the Town, City or Village boundaries.

§5. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§6. SEQRA Determination.

It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8. N.Y.E.C.L., section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the adoption of this local law is a "Type II" Action within the meaning of Section 617(c)(20) and (27) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment, and no further review is required.

§7. Effective Date.

This Local Law shall take effect immediately.

Amendment in the Nature of a Substitution – Clerk Item 25-26

Introduced by: Legislator Samantha Goetz

Co-Sponsored by: Presiding Officer Howard J. Kopel, Deputy Presiding Officer Thomas McKevitt, Alternate Deputy Presiding Officer Michael Giangregorio, and Legislators Patrick Mullaney, John J. Giuffre, Scott Strauss, Mazi Melesa Pilip, Kayla Knight, Rose Marie Walker, and James Kennedy

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APPROVED AS TO FORM

Majority Counsel

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§3. §4. of Title 86 of the Miscellaneous Laws of Nassau County, known as the "Tethering Law", shall be amended as follows:

§4. Penalties.

a. Any Person who violates this Title shall be guilty of a misdemeanor and subject to a maximum fine of $500 for any first offense and/or imprisonment for up to 15 days. A second violation of this Title shall be a misdemeanor and subject to a maximum fine of $750 and/or imprisonment up to 30 days. Any third or subsequent violation of this Title by a person shall be guilty of a misdemeanor, punishable by imprisonment not to exceed one year, or by a fine of not more than $1000 or both.

b. Any Person found guilty of an offense pursuant to this title may be subject to forfeiture of the animal at the discretion of the court which so adjudicates their guilt.

§4. §6. of Title 86 of the Miscellaneous Laws of Nassau County, known as the "Tethering Law", shall be amended as follows:

This Title shall have no effect in any Town, City or Village located within the County of Nassau which has enacted an ordinance, resolution or law regulating the restraint of animals within

its jurisdiction, unless the Town, City or Village ordinance, resolution or law expressly provides and allows for the enforcement of this article within the Town, City or Village boundaries.

§5. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§6. SEQRA Determination.

It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8. N.Y.E.C.L., section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the adoption of this local law is a "Type II" Action within the meaning of Section 617(c)(20) and (27) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment, and no further review is required.

§7. Effective Date.

This Local Law shall take effect immediately.

Amendment in the Nature of a Substitution – Clerk Item 27-26

Introduced by: Legislators Patrick Mullaney, Rose Marie Walker and Deputy Minority Leader Arnold W. Drucker

Co-Sponsored by: Presiding Officer Howard J. Kopel, Deputy Presiding Officer Thomas McKevitt, Alternate Deputy Presiding Officer Michael Giangregorio, Minority Leader Delia DeRiggi-Whitton, Alternate Deputy Minority Leader Debra Mulé, and Legislators Scott M. Davis, Viviana L. Russell, Carrié Solages, Olena Nicks, John J. Giuffré, Scott Strauss, Mazi Melesa Pilip, Cynthia Nuñez, Kayla Knight, Samantha Goetz, James Kennedy

LOCAL LAW NO. ____

A LOCAL LAW TO PROHIBIT THE SALE AND DISTRIBUTION OF KRATOM AND PRODUCTS CONTAINING KRATOM

APPROVED AS TO FORM

Majority Counsel

BE IT ENACTED by the County Legislature of the County of Nassau as follows:

Section 1. Short Title. This law shall be known as the "Kratom Consumer Protection Act" and shall appear in the Miscellaneous Laws of Nassau County as Title 93.

§2. **Legislative Intent.**

This Legislature finds that the federal Food and Drug Administration (FDA) determined that Kratom and its derivatives pose threats to public health and have the potential to be abused. The FDA warned consumers not to use Kratom because of the risk of serious adverse events, including liver toxicity, seizures, and substance use disorder. Accordingly, the FDA issued an alert on all dietary supplements and bulk dietary ingredients that contain Kratom or mitragyna speciosa.

This Legislature further finds that mitragynine and 7-hydroxymitragynine (7-OH), the primary active alkaloids in Mitragyna speciosa (commonly known as Kratom), produce opioid-like effects and can cause dependence in users and withdrawal symptoms, and that long-term use of Kratom has significant negative health effects, including anorexia, weight loss, nervousness, insomnia, constipation, and skin hyperpigmentation.

This Legislature further finds that Kratom is outlawed in several nations, including, but not limited to, Australia, Denmark, the United Kingdom, Italy, France, Singapore, Japan, South Korea, Vietnam, and Argentina. Presently Kratom is banned in Alabama, Arkansas, Indiana, Louisiana, Vermont, and Wisconsin, as well as many other jurisdictions throughout the Country. Recognizing the dangers associated with Kratom, in 2025, the State of New York enacted legislation levying a civil penalty for the distribution of Kratom to persons under the age of 21.

This Legislature finds that, to protect the health and safety of its residents, Kratom should not be sold in Nassau County.

§3. **Definitions.** Unless otherwise expressly stated in this local law, the following terms shall have the following meanings:

"Kratom" shall mean any part of the plant mitragyna speciosa, and the products derived from its leaves that are marked as herbal or supplements, and/or the plant's active chemical extract, mitragynine, also known as biak-biak, cratom, gratom, ithang, kakuam, katawan, keedemba, ketum, krathom, krton, madat, Maeng da leaf, nauclea, Nauclea Speciosa, or thang, and derivative 7-hydroxymitragynine (7-OH), whether growing or not, and any compound, manufacture, salt, derivative, mixture, or preparation thereof.

"Minor" shall mean any person under the age of twenty-one (21) years of age.

"Person" shall mean any individual, company, partnership, corporation, limited partnership, joint venture or other legal entity.

"Retail Distributor" means a grocery store, general merchandise store, drug store, smoke shop, gas station, on-line distributor and/or retailer or other entity or Person whose activities as a distributor and/or retailer relating to Kratom and/or Kratom products are limited almost exclusively to sales for personal use, both in number of sales and volume of sales, either directly to walk-in customers or in face-to-face transactions by direct sales, except that such term does not include an employee or agent of such distributor and/or retailer.

§4. **Sale or distribution prohibited.** No Person or Retail Distributor may sell, offer for sale or otherwise distribute Kratom in the County of Nassau to any Person. This prohibition will not apply to the sale or distribution of Kratom when the product is FDA-approved and/or prescribed by a licensed pharmacist in accordance with a physician's prescription.

§5. **Enforcement and Penalties.**

1. This law shall be enforced by the Nassau County Department of Health, the Nassau County Department of Consumer Affairs, and the Nassau County Police Department.
2. Any Person that violates section 4 of this title shall be guilty of a misdemeanor punishable by a fine of not more than one thousand ($1,000.00) dollars or imprisonment of not more than one year, or both.
    a. An additional fine of one thousand five hundred ($1,500.00) dollars may be added for each subsequent violation of section 4.

3. Any Person that violates section 4 of this title by selling, offering for sale or otherwise distributing Kratom to a Minor shall be guilty of a misdemeanor punishable by a fine of not more than one-thousand five hundred ($1,500.00) dollars or imprisonment of not more than one year, or both.
    a. An additional fine of two thousand five hundred ($2,500.00) dollars may be added for each subsequent violation of section 4.

§6. **Severability.** If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership entity or circumstance directly involved in the controversy in which order or judgment shall be rendered.

§7. **SEQRA Determination.** It is hereby determined by the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section 1611 of the County Government Law of Nassau County, that this Local Law will not have a significant impact on the environment and that no further environmental review or action is required.

§8. **Effective Date.** This law shall take effect immediately after becoming a law.

UPDATED 29-26

Introduced by: Presiding Officer Howard J. Kopel, Deputy Presiding Officer Thomas McKevitt, Alternate Deputy Presiding Officer Michael Giangregorio, and Legislators Patrick Mullaney, John J. Giuffrè, Scott Strauss, Mazi Melesa Pilip, Kayla Knight, Rose Marie Walker, Samantha Goetz and James Kennedy

LOCAL LAW NO. –2026

A LOCAL LAW TO AMEND SECTION 6-2.2 OF TITLE A OF CHAPTER VI OF CHAPTER 272 OF THE NASSAU COUNTY ADMINISTRATIVE CODE, IN RELATION TO INCREASING THE MAXIMUM INCOME ELIGIBILITY LEVEL FOR THE REAL PROPERTY TAXATION EXEMPTION FOR CERTAIN PERSONS WITH LIMITED INCOME, PURSUANT TO SECTION 467 OF THE REAL PROPERTY TAX LAW.

APPROVED AS TO FORM
Majority Counsel

RECEIVED
NASSAU COUNTY
OFFICE OF THE LEGISLATURE
2026 FEB -9 A 9:50

WHEREAS, New York State Real Property Tax Law section 467 was recently amended to allow municipalities to increase the percent of the assessed valuation of property eligible for real property taxation exemptions for eligible seniors; and

WHEREAS, it is the intent of this Legislature to amend the Nassau County Administrative Code to reflect this increased percentage authorized pursuant to Real Property Tax Law § 467; now, therefore

BE IT ENACTED by the County Legislature of the County of Nassau as follows:

Section 1. Sections 6-2.2(a) of Title A of Chapter VI of Chapter 272 of the Nassau County Administrative Code, is amended as follows:

§ 6-2.2 **Real property taxation exemption for certain persons with limited income.**

a) Real property in the County owned by one or more persons, each of whom is sixty-five years of age or over, or real property owned by husband and wife or by siblings, one of which is sixty-five years or over shall be exempt from taxation by the County to the extent set forth in the following Schedule A:

SCHEDULE A

ANNUAL INCOME	PERCENTAGE ASSESSED VALUATION EXEMPTION FROM TAXATION
Less than $47,000	65%
More than $47,000, but less than $48,000	60%
More than $48,000, but less than $49,000	55%
More than $49,000 but less than $50,000	50%
More than $50,000 but less than $51,000	45%
At least $51,000 but less than $52,000	40%
At least $52,000 but less than $53,000	35%
At least $53,000 but less than $53,900	30%
At least $53,900 but less than $54,800	25%
At least $54,800 but less than $55,700	20%
At least $55,700 but less than $56,600	15%
At least $56,600 but less than $57,500	10%

At least $57,500 but less than $58,400	5%

Schedule A shall apply to the assessment roll for the 2026-2027 real property tax year, and every assessment roll thereafter.

§2 Severability. If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§3 It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act (SEQRA), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of Title 6 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County, that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5(c)(26) and (33) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§4 This law shall take effect immediately.